



CONTINUING EDUCATION CLIENT AGREEMENT

The Client Agreement (the “Agreement”) effected as of the date noted on proposal (the” Effective Date”), is by and between Career Step, LLC (“Career Step”) and the client (“Client”), and governs the purchase and ongoing use of the services described in this Agreement (the “Services”).

1. Career Step will make available via internet access to the Client and its authorized learners the educational programs described on Proposal. Proposal may be modified from time to time by mutual written agreement of Career Step and Client to change or add to the specific programs offered hereunder and to change the Fees.

2. **Fees.** Client will pay to Career Step the Fees as set forth in and in accordance with executed proposal. Career Step will invoice Client annually for all amounts due as of the date of such invoice. Fees shall be increased by 1.5% per year for renewal terms. All Fees and other payments of any kind shall be paid by Client to Career Step promptly upon Client’s receipt of each invoice provided by Career Step to Client. All payments received by Career Step more than 45 days after the date of the invoice relating to such payment shall bear interest at the lesser of 1.5% per month and the highest rate permitted by law until paid in full. If any amounts remain unpaid more than 30 days after the date of the invoice, then in addition to any other rights or remedies available to Career Step under law or this Agreement, Career Step shall have the right to suspend Client and its learners from access to the Programs.

3. **Ownership.** Career Step retains the ownership of all right, title and interest in and to all programs, the related documentation and all intellectual property rights therein and Career Step shall own all rights, title and interest in all derivative works, subject in each case to any rights of Career Step’s third party licensors. Neither Client nor any Client learner shall acquire any rights therein and Client will take no action that could be expected to adversely affect or impair Career Step’s ownership of such materials and rights. Client shall notify Career Step promptly of any infringement or suspected infringement of any such intellectual property rights.

4. **Term and Termination.** Unless earlier terminated in accordance with its terms, this Agreement will be effective for an initial term identified in the executed proposal, commencing on the latest date set forth under the signatures on proposal, and will automatically renew for successive twelve (12) month terms after the initial term unless one party gives the other party written notice of its desire not to renew this Agreement at least ninety

(90) days’ prior to the expiration of the then-current term. Notwithstanding the foregoing, either party may terminate this Agreement (a) in the event of a default by the other party of any material obligation in this Agreement, effective thirty (30) days after written notice of such default is received by the defaulting party if the default has not been remedied to the non-defaulting party’s reasonable satisfaction during such thirty (30)-day period or (b) immediately upon written notice if the other party ceases to carry on its business or becomes the subject of any proceeding under state, provincial, or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other party for the benefit of creditors. Upon termination or expiration of this Agreement, Client shall not be released from its obligation to pay any amounts due hereunder. Sections 3, 4, 5, 6 and 7 shall survive the expiration or termination of this Agreement for any reason.

5. **Limitation of Liability.** In no event will Career Step be liable for any incidental, indirect, consequential, punitive or special damage arising out of or related to this agreement (including loss of profits, use data, or any other economic advantage), however it arises, whether by breach of this agreement or in tort, or otherwise, even if Career Step has been previously advised of the possibility of such damage. Career Step’s total liability hereunder shall not exceed the fees received by Career Step hereunder during the 12 month period immediately preceding the claim giving rise to such liability, and regardless of any failure of essential purpose of any remedy and shall survive termination of this agreement.

6. **Limited Warranties.**

(a) **Limited Warranties of Career Step.** Career Step represents and warrants to Client that each of the educational programs will substantially conform to the description of such program provided in Appendix A, which may be updated from time to time by Career Step. Client must report any material defect in any program to Career Step in writing and with sufficient detail for Career Step to recreate and observe any such defect in order to receive warranty remedies.

(b) Exclusive Remedies. The warranties expressed in Section 6(a) are the exclusive warranties of Career Step and are provided in lieu of all other warranties, whether expressed or implied. If Career Step is unable to offer any program as warranted, Client's exclusive and sole remedy, and Career Step's sole obligation, will be the refund of Fees paid for the deficient program.

(c) Warranty Disclaimer. Except for the express warranties made by Career Step in Section 6(a), client acknowledges and agrees that Career Step has not made and does not make any further warranties, whether express, implied, or statutory relating to the programs or any materials provided to client under this agreement, including without limitation any warranty that the programs will function error-free or that use of the programs will be uninterrupted. These and all other implied warranties, including without implied warranties, including without limitation merchantability and fitness for a particular purpose are hereby disclaimed by Career Step.

7. Miscellaneous.

(a) Independent Contractors. The parties are independent contractors and neither is an agent, joint venturer, employer, representative, master or servant of the other for any purpose whatsoever, and that neither has any authority to bind the other or enter into a contract on behalf of the other.

(b) Notices. All notices and other communications under this Agreement must be in writing and will be deemed given when (i) personally delivered; (ii) upon receipt after being sent by registered U.S. mail, return receipt requested; (iii) upon receipt after being sent by commercial overnight courier service with tracking capabilities; or (iv) sent by facsimile (with confirmation of delivery) to the address or facsimile number of the party set forth on the signature page below, or such other address or facsimile number as such party last provided to the other party by written notice in accordance with this Section 8(b).

(c) Governing Law; Dispute Resolution. This Agreement shall be deemed to be subject to and shall be construed and interpreted in accordance with the laws of the State of Utah without regard to any conflict of laws principles. Prior to commencing any litigation or other

formal dispute resolution, the Parties agree to attempt in good faith to resolve such dispute through negotiations between representatives for thirty (30) days. If any such dispute cannot be resolved between the Parties, Utah state and federal courts located in Utah County, Utah shall have exclusive jurisdiction and venue of such dispute and the Parties hereby consent to the personal jurisdiction of such courts. If either party commences any action or proceeding against the other party by reason of any breach of this Agreement, or to seek a judicial declaration of rights hereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs.

(d) Severability. If any provision of this Agreement is held to be unenforceable, then such provision(s) shall be excluded from this Agreement; the balance of this Agreement shall be interpreted as if such provision(s) were so excluded; and the balance of this Agreement shall be enforceable in accordance with its terms.

(e) Assignment; Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Career Step may transfer its rights and obligations hereunder without the consent of Client to any legal entity that (i) is an affiliate of Career Step or (ii) is a successor in interest to the business of Career Step by merger, consolidation or sale of substantially all of the assets or stock. Any prohibited assignment shall be null and void. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the Parties.

(f) Entire Agreement; Modifications; Waiver. This Agreement constitutes the entire agreement of the parties and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between the parties relating to the subject matter of this Agreement and all past dealing or industry custom. This Agreement may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each party. No term of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing and signed by the party against whom enforcement is sought, and any such waiver shall not be a waiver of any preceding or succeeding breach of the same or any other term.

Ray Shanahan

Director of Sales
Career Step

5/24/19

Career Step, LLC
Confidential and Proprietary

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Continuing Education Program Agreement
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