

## TRACKWISE® ACADEMY AGREEMENT

This TrackWise Academy (TWA) Agreement (this “Agreement”) is a legal agreement between you, a company or legal entity, (“Customer” or “you” or “your”), and Sparta Systems, Inc. (“Sparta”), by and through Honeywell International Inc. (“Honeywell”) and its Process Automation business and/or its Affiliates (collectively, “Sparta” or “us”, “we” or “our”) regarding your and your employees’ use and access of: (i) the Training Materials (as defined in Section 1 below); (ii) the Software (as defined in Section 7 below) provided to you by us or our affiliates; and/or (iii) online portals, internet sites, and other interfaces or means of access to our training program and/or the Training Materials as a software-as-a-service or on-premise software offering and its related services including any libraries, code samples, ML models, VPNs, APIs etc. (collectively, the “Training Program”).

“User” means any individual natural human being (a) who is an active employee, consultant, contractor or agent of Customer, (b) who is authorized by Customer to use the Training Program solely on behalf of Customer for Customer’s internal business purposes, (c) whom Customer has designated as a User of the Training Program in accordance with Section 1.1.2 (Users); and (d) to whom Customer has supplied a single-user (i.e. named user) log-in account, user ID and password for the Training Program.

IF YOU ARE A USER THAT IS ENTERING INTO THIS AGREEMENT AS AN AGENT, EMPLOYEE, OR REPRESENTATIVE OF AND ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY AND ITS USERS TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AS CONTAINED IN THIS AGREEMENT, YOU MUST DECLINE AND NOT ACCESS THE TRAINING PROGRAM AND/OR USE THE TRAINING MATERIALS, AND MUST NOT ALLOW OR PROVIDE ANY USER ACCESS TO THE TRAINING PROGRAM OR PERMISSIONS TO USE THE TRAINING MATERIALS.

ANY ACCESS TO TRAINING PROGRAM AND/OR USE OF TRAINING MATERIAL BY YOU OR YOUR USERS IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THIS AGREEMENT AND THE TERMS AND CONDITIONS AS CONTAINED HEREIN, WHICH MAY BE AMENDED FROM TIME TO TIME, AS WELL AS ANY AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES.

BY (1) SETTING UP AN ACCOUNT OR PROFILE TO USE AND ACCESS THE TRAINING PROGRAM AND/OR TRAINING MATERIALS REFERENCING THIS AGREEMENT, (2) EXECUTING AN ORDER FORM OR PURCHASE ORDER FOR THE TRAINING PROGRAM AND/OR TRAINING MATERIALS REFERENCING THIS AGREEMENT, OR (3) OTHERWISE DOWNLOADING, INSTALLING, ACCESSING OR USING THE TRAINING PROGRAM AND/OR TRAINING MATERIALS (EACH A “COMMENCEMENT EVENT”), YOU AND ALL OF YOUR USERS AGREE TO FOLLOW AND BE BOUND BY THIS AGREEMENT. THE TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT SHALL APPLY TO THE PROVISION, ACCESS OF THE TRAINING PROGRAM AND/OR USE OF THE TRAINING MATERIALS AT ALL TIMES.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK ACCEPT / AGREE NOR ACCESS OR ATTEND ANY TRAINING PROGRAM, AND DO NOT USE OR CONSUME ANY TRAINING MATERIALS.

### 1 TRAINING PROGRAM TERMS OF ACCESS

#### 1.1 Grant of Right to Access and Use Training Program

1.1.1 In consideration of Customer’s payment in full of the applicable fees and subject to the terms and conditions of this Agreement and the applicable Order Forms, Sparta hereby grants Customer the limited, non-exclusive, non-transferable and non-assignable right to access and use, and to permit Users to access and use, the Training Program, in each case (i) for the term identified in the applicable Order Form, (ii) by up to the number and type of User subscriptions specified in the Order Form(s), (iii) for Customer’s internal business purposes only, and (iv) in accordance with this Agreement. Customer shall use and permit use of the Training Program only for the subscriptions purchased by Customer as reflected in an Order Form (the “TWA Subscriptions”). TWA Subscriptions are intended ONLY for employees of the Customer unless a separate written agreement between Sparta and Customer is in effect.

The Training Program may include, but not be limited to, asynchronous training (self-paced e-learning), virtual

instructor-led training, e-learning subscriptions, internships, certification programs, competency programs and training-needs assessments relating to Sparta's products and services, which are currently offered and/or which may be developed and provided by Sparta from time to time. Sparta training materials, including materials in documentary or electronic format and audio/visual materials (the "Training Materials") must be used solely for their stated purpose.

The Training Program and the Training Materials are copyrighted and shall not be reproduced or copied, in whole or in part, without Sparta prior written authorization. Copying, duplicating, reselling or otherwise distributing the Training Materials for commercial purposes is a violation of applicable copyright law. No photography, videotaping, filming, or audio recording by Customer is permitted during any sessions of the Training Program performed under this Agreement.

- 1.1.2 **Users.** Customer is responsible for managing User access. Customer shall designate the Users who will have access to the Training Program through its account and is responsible for activating and de-activating Users via its account. The number and type of Users shall not exceed the number and type of Users specified in the Order Form(s). Each User must be identified by a unique email address and user name. Customer shall submit only complete and accurate information and maintain and promptly update information if it changes. Customer shall be solely responsible for the actions of a User relating to access and use of the Training Program, for any non-compliance by any User with the terms of this Agreement (which shall constitute a breach of this Agreement by Customer), and for all activities that occur under its Account. A User log-in account may not be shared or used by more than one User. User log-in accounts may only be reassigned to new Users who are replacing former Users who have terminated employment with Customer or otherwise legitimately changed job status or function after a 6-month period and no longer require use of the Training Program. If a User is no longer authorized by Customer to access and use the Training Program, Customer shall immediately disable such access.

## 1.2 Enrollment in TrackWise Academy Courses

Users may be required to successfully complete certain pre-requisite courses (as applicable, and allocated by Sparta in its sole discretion) before being eligible to enroll for a particular Training Program as described below. Any waivers or exceptions to such pre-requisite courses will be granted by Sparta in its sole discretion.

Subject to the above, Customer's enrollment for the Training Program can be requested via web, email, or phone. Enrollment status will be updated/confirmed as "ACTIVE" upon receipt of payment in accordance with Section 1.3 below.

Upon receiving payment for the TWA Subscriptions from the Customer by Sparta, the Customer and its employees attending the training course agree to be bound with the Terms & Conditions as mentioned herein.

## 1.3 Payment for TWA Subscriptions

- 1.3.1 In consideration of the rights and services granted and provided hereunder, Customer shall pay Sparta the fees set forth in the Order Form(s).
- 1.3.2 If the TWA Subscriptions are purchased pursuant to an Order Form under which other Sparta subscription(s) or software license(s) (the "Products") are purchased, the payment terms and conditions of the applicable master agreement governing the access and use of the Products (the "Master Agreement") will apply to the TWA Subscriptions.
- 1.3.3 If the TWA Subscriptions are purchased pursuant to an Order Form under which only TWA Subscriptions are purchased the following payment terms apply: (a) All fees will be invoiced and paid in US Dollars except as otherwise mutually agreed in an Order Form. Fees will be invoiced annually in advance except as otherwise provided in the applicable Order Form. Unless otherwise agreed to by the parties in writing under a separate agreement, should an invoice be provided for payment by Sparta, the Customer agrees to make payment as per the payment terms NET 30 from the date of the invoice. Sparta reserves the right to correct inaccurate invoices, which must be paid Net 30 days from correction date. Disputes as to invoices must be accompanied by detailed supporting information and if not raised within 15 days of invoice receipt are deemed waived. Wrongfully disputed and undisputed portions of invoices must be paid by the original invoice payment due date. Credit card payments are not permitted unless agreed by Sparta in writing only by those issuers approved by Sparta and provided that the credit card is charged by the date of issuance of the

invoice. Customer may not set off or attempt to recoup any invoiced amounts against amounts due from Sparta or its Affiliates. Sparta may take remedial action or impose additional credit obligations if there is an adverse change in Customer's creditworthiness or Customer does not have established credit terms including requiring additional security prior to performance of Sparta's obligations. If Customer fails to pay any amounts when due (other than amounts disputed as aforesaid), then Sparta shall have the right to, without prejudice to any other legal or equitable remedies, individually or in combination: (i) charge late fees up to 2.0% per month or the maximum permitted by law and collection costs including reasonable attorneys' fees; (ii) cancel any pricing discounts; (iii) refuse to process credits; and (iv) accelerate future payments. Additional payment terms may be set forth in the Order Form. All payments are non-refundable and all subscriptions and services are non-cancelable except as otherwise expressly provided herein. Upon execution of an Order Form, if required for Customer's internal financial controls, Customer shall issue a valid purchase order for the TWA Subscriptions set forth in such Order Form. Customer's failure to issue such purchase order shall not relieve Customer of its obligation to purchase and pay for such subscriptions and services. (b) The Fees do not include any taxes or duties due and payable by Customer including any (i) sales, use, excise, value-added, withholding or other taxes; or (ii) public fees, duties, deductions or other withholdings (collectively, "Taxes"). Customer will pay all Taxes resulting from this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. Unless at the time of execution of the applicable Order Form, Customer furnishes Sparta with an exemption certificate sufficient to verify Customer's exemption from the Taxes, if Sparta is required to impose, levy, collect, withhold, or assess any Taxes under this Agreement, Sparta will either invoice Customer for such Taxes or Customer will increase the sum payable to Sparta such that Sparta receives an amount equal to the sum it would have received had Customer made no withholding or deduction. Taxes shall not include taxes based upon Sparta's income. In no event will Sparta be liable for Taxes paid or payable by Customer.

## 2 CANCELLATION

### 2.1 Classes delivered at TrackWise Academy

Cancellation, postponement or rescheduling of any class must be arranged **at least fourteen (14) days prior to the start of the class to avoid a late cancellation fee.** Customer will be invoiced a cancellation/postponement/rescheduling fee if notification to cancel or reschedule is received less than fourteen (14) days prior to the start of class.

### 2.2 Customer Refund

Tuition for custom coursework developed by TrackWise Academy to Customer specifications is non-refundable.

### 2.3 Sparta Cancellation

Sparta reserves the right to cancel or reschedule any class up to ten (10) business days prior to the scheduled start date. Tuition payments received may be applied as tuition for other classes or refunded at Customer option.

### 2.4 Name Change

If registered User of the Customer is unable to attend training course for any reason, a replacement can be nominated. The nominee must meet the course pre-requisite criteria and enroll up to five (5) business days prior to the course scheduled start date.

## 3 HOTELS AND TRAVEL EXPENSES

Customer is responsible for making all travel arrangements for their class/users. As class schedules may change, the purchase of non-refundable tickets (for public or commercial transportation), rentals, hotel rooms or travel expenses are not recommended. Sparta shall not be liable for any costs associated herein where there is a change to the schedule, caused by either Sparta or the Customer.

## 4 CUSTOMER TRAINING PROGRAM

### 4.1 E-Learning

E-Learning courses are given a specific amount of time from the scheduled start date. TrackWise Academy will not grant access extension beyond the permitted time frame.

### 4.2 Training Materials

Training Materials supplied by Sparta in documentary, electronic and/or audio/visual format for use in Customer-developed Training Programs will be prepared in a professional manner and consistent with Training Materials used in Sparta's training. Sparta is not responsible for the suitability of the Training Materials for Customer's particular purpose. All intellectual

property rights in the Training Program and Training Materials supplied by Sparta, and any modifications or improvements, are owned solely by Sparta and its licensors, unless designated as otherwise by Sparta. Sparta does not grant Customer the right to modify, alter, copy, or distribute the Training Materials for any reason. The Training Materials may only be used by the employee of the Customer that attended the Sparta course. The Training Materials may only be used in conjunction with a Sparta system at the Customer that paid for the class. Only Sparta may use the Training Materials for training purposes.

Any verbal or written feedback/evaluation on the Training Program and/or Training Materials, and all inventions, improvements, modification, derivation, or developments related to the Training Program and/or Training Materials conceived or made by Sparta during or subsequent to this Agreement, including those inventions, product improvement, modifications, derivation or developments that may be based partly or wholly on feedback, suggestions or recommended improvements from Customer and/or its Users shall be the exclusive property of Sparta, and Sparta shall have exclusive rights to all patents, copyrights, property rights, title, and interest in such inventions, improvements, modifications, derivations, or developments related to the Training Program and/or Training Materials. Sparta shall be entitled to distribute, publish and otherwise use such feedback information as it determines, in its sole discretion.

## 5 CONFIDENTIAL INFORMATION

All Confidential Information disclosed to Customer by Sparta shall remain the property of Sparta and shall be kept confidential by Customer. "Confidential Information" means (a) any information, technical data or know-how in whatever form, written or machine-readable information or interpreted information (or oral information reduced to writing that Sparta considers proprietary or confidential), including, but not limited to Training Programs, Products, Software and Training Materials, that is clearly identified as being confidential, proprietary or a trade secret; (b) business related information including but not limited to pricing or marketing; (c) the terms and conditions of this Agreement; (d) Personal Data and (e) any other information which a reasonably prudent person would consider as confidential or proprietary. These confidentiality obligations shall not apply to information which is (i) publicly known at the time of disclosure or becomes publicly known through no fault of Customer, (ii) known to Customer at the time of disclosure through no wrongful act of Customer, (iii) received by Customer from a third party without restrictions similar to those in this section, or (iv) independently developed by Customer. Customer may not transfer or disclose Confidential Information or assign its rights or obligations under this section without the prior written consent of Sparta. All other transfers or assignments shall be null and void. This section will survive termination or expiration of this Agreement.

## 6 OWNERSHIP OF TRAINING PRODUCTS/SOFTWARE

Sparta may, at its discretion, provide Customer certain Sparta Products/Software to be used in conjunction with Training Program. Sparta and its licensors shall at all times retain title to the Products/Software and does not grant any license of Products/Software to Customer. Customer use of provided Products/Software is limited to use in conjunction with training provided under this Agreement. Customer must immediately return any Products/Software provided for training upon the completion of the Training Program. Customer assumes the risk of loss while the Products/Software are in Customer possession. Customer must reimburse Sparta for all reasonable expenses to bring Products/Software to the same condition as originally received by Customer or replace the Products/Software at current list prices, at Sparta option.

## 7 SOFTWARE AND SOFTWARE-AS-A-SERVICE (SAAS) LICENSE

These software and SaaS license terms apply only if Customer is not covered under an existing agreement or purchase order containing or incorporating a software license.

### 7.1 License of Software

Subject to the terms and conditions in this Agreement, Sparta grants to Customer a limited, non-exclusive, non-transferable and non-assignable license to use software/SaaS and related documentation provided to Customer regarding the Training Program and/or Training Materials (collectively, the "Software") solely for internal use by Customer for the purpose of participating in the Training Program ("Licensed Use"); however, in no event will such Licensed Use extend beyond the termination of the TWA Subscription(s) or this Agreement. Sparta further authorizes Customer and its Users to access the Training Program and/or Training Materials for the Licensed Use through (a) remote access to the Training Program through means that Sparta provides (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and access/use the Training Materials Sparta provide (ii) download install and use software solely to operate and access the Training Program (if provided through an e-learning subscription); and (ii) use any related documentation as reasonably required in connection with the

access to the Training Program and/or use of the Training Materials. Customer may not directly or indirectly make any effort to deconstruct Software, including without limitation, translating, decompiling, disassembling, reverse engineering, attempt to derive the source code of Software or performing any other operation on Software to recover any portion of its contents or interfere with its workflow, security or integrity or allow any third party to do so. Sparta and its licensors retain sole ownership of the Software.

## 7.2 Rights and Restriction of Use

Customer shall further to 7.1, not (a) permit any third parties to use the Software; (b) copy, modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer in any manner the Software or any license rights; (c) create derivative or merged works of the Software or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software, any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the Software; (f) interfere with the workflow, security or integrity of the Software; (g) alter or remove any proprietary rights notices or legends on or in the Software; (h) use Sparta trademarks, service mark, logos or other indicia of source; and/or (i) use the Software in hazardous environments requiring fail-safe performance where the failure of the Software could lead directly or indirectly to death, personal injury, or severe property or environmental damage, including, without limitation, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems.

Customer acknowledges there are measures in the Software designed to prevent unlicensed or illegal use of the Software. Customer must not: (a) disclose keys required to use the Software to any third party, (b) circumvent any license management, security devices, access logs, or other Software protection measures, or (c) modify, tamper with, reverse engineer, reverse compile or disassemble keys. Upon issuance or use of a new Software key, Customer will not use the old key.

## 7.3 Modifications

Customer may not modify Software, except as authorized by Sparta in writing.

## 7.4 Term and Termination of TWA Subscription

7.4.1 **Term.** The initial term of this Agreement, and the initial term of the TWA Subscription(s) initially purchased by Customer hereunder, will commence on the "Order Start Date" and end on the applicable "Order End Date" specified in the initial Order Form ("Initial Term"), and thereafter will automatically renew as provided in Section 7.4.2 below, in each case unless this Agreement is terminated earlier as provided herein. The term of each subsequent TWA Subscription purchased by Customer hereunder will begin on the applicable "Order Start Date" and end on the applicable "Order End Date" specified in the applicable Order Form, and thereafter will automatically renew as provided in Section 7.4.2, in each case unless this Agreement is terminated earlier as provided herein.

7.4.2 **Renewal.** Sparta shall provide notice via electronic mail of the upcoming renewal of this Agreement and of the TWA Subscriptions purchased by Customer hereunder approximately 90 days (but in no event less than 60 days) prior to the end of the Initial Term and each subsequent renewal term. Unless either Party gives notice of its intent not to renew this Agreement and such TWA Subscriptions at least 45 days prior to the end of the then-current term, this Agreement and such subscriptions shall automatically renew for a subsequent 12 month period unless a different renewal period is specified in the Order Form, in which case each renewal term shall be for the renewal period specified in the Order Form.

7.4.3 **Termination.** Sparta may terminate this Agreement, any TWA Subscription, or any Software license at Sparta's convenience, without cause, or if Customer defaults in any manner under this Agreement, and does not remedy such default within thirty (30) days after receiving written notice from Sparta. Sparta may terminate this Agreement, any TWA Subscription, or any Software license immediately if Customer is in bankruptcy, insolvency, dissolution, or receivership proceedings. Upon termination (i) Sparta may repossess the Software, archival copies and any other copies without further notice, (ii) Customer must immediately stop all use of the Software and archival copies and (iii) Customer must return, destroy or delete from its system, as directed by Sparta, all Software and archival copies.

## 7.5 Confidentiality

Software must be kept confidential by Customer in perpetuity.

## 8 LIMITATION OF LIABILITY

IN NO EVENT SHALL SPARTA BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITH RESPECT TO CERTIFICATIONS OR CUSTOMER'S FAILURE TO ACHIEVE CERTIFICATION, IF ANY, EVEN IF SPARTA HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE TOTAL LIABILITY OF SPARTA SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF THE FEES RECEIVED BY SPARTA FOR TWA SUBSCRIPTIONS HEREUNDER DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPARTA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPARTA (FOR ITSELF AND ITS AFFILIATES) HEREBY DISCLAIMS, ANY DAMAGES OR LOSSES CAUSED BY OR RESULTING FROM THE CONDUCT, SOFTWARE, CONTENT, PRODUCTS, SERVICES OR INFORMATION OF ANY THIRD PARTY OR ANY FAILURE OF CUSTOMER OR ANY USER TO COMPLY WITH THE TERMS OF THIS AGREEMENT AND, IF APPLICABLE, THE MASTER AGREEMENT. .

## 9 DATA PRIVACY

Data about Customer and/or its affiliates and their respective employees, that is recognized under applicable law as "personal data" or equivalent terms (collectively "Personal Data") may be processed in relation to this Agreement, including in accordance with this scope: (i) data subjects – Customer, its affiliates and their respective employees; and (ii) data categories - name, contact information (including employee ID, addresses, emails and telephone numbers), payment method information, IP address, country of residence, and IT systems information (including username and passwords). If Sparta processes Personal Data on Customer's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> apply. In course of using Sparta's training program and Training Materials, Sparta may process Customer's personal information as a controller. Please refer to the Sparta Privacy Statement for more information as it describes the types of information we collect from you and your devices, how we use your information and how you can exercise your data subject rights under applicable law.

Customer acknowledges and agrees that Sparta collects Personal Data about each Customer and their employees in order to participate in the training and certification programs. Customer also agrees that the Sparta certifications and training program activities earned will be tracked and associated with the Personal Data. Customer grants Sparta the right to use the name, biographical information, contact information, Sparta certification names and status, in whole or in part, in connection with your participation in Training Programs. Customer acknowledges that others, will not have access to this information, including certification status, and Customer agrees that Sparta will not publish or disclose such information.

## 10 NO CERTIFICATION WARRANTIES

All training courses, Training Materials, Products and Software are provided "AS-IS". Sparta does not warranty customer satisfaction with the training courses, Training Materials, Product or Software or customer results in any applicable exams or certifications. Sparta and its affiliates and subsidiaries make no warranties regarding the training courses, Training Materials, product or Software or any certifications provided hereunder and hereby disclaims all warranties that might otherwise be implied by law.

## 11. COMPLIANCE WITH LAWS

Customer must comply with all local laws and regulations applicable to the installation, use, import or export of Training Materials; Products/Software and Confidential Information delivered under this Agreement. Customer acknowledges that: (a) Sparta does not provide legal advice regarding compliance with laws and regulations related to use of the Training Materials, Products/Software and/or Confidential Information, and (b) the Training Materials, Products/Software and/or Confidential Information could have functionality that may be used in ways that do not comply with laws and regulations and Customer is solely responsible, and Sparta has no liability, for Customer's compliance with law with respect to its use of the Training Materials, Products/Software and Confidential Information. Customer and its affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where Customer conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations ("Sanctions Laws") related to Customer's access to or use of the Training Materials, Products/Software and Confidential Information. Customer represents and warrants that none of the Customer or its Users, directors, employees, contractors, agents, banking partners, or affiliates (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List and the OFAC Sectoral Sanctions Identifications List; (b) organized under the laws of, physically located in, or ordinarily resident jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more

individuals described in (a) or (b) (collectively, "Sanctioned Persons"). Neither Customer nor its affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the Training Materials, Products/Software and/or Confidential Information, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the Training Materials, Products/Software and/or Confidential Information for any purpose prohibited by the Sanctions Laws. Customer will not submit to the Training Materials, Products/Software and/or Confidential Information any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. Customer's violation of this Section will be a material breach.

Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. Customer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Sparta, at its expense, may audit Customer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Customer will provide reasonable assistance to Sparta to complete such audit. Customer's failure to comply with this provision will be deemed a material breach of this Agreement.

Sparta will obtain the export license when Sparta is the exporter of record. Customer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Training Materials, Products/Software and/or Confidential Information received from Sparta. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.

Customer will notify Sparta immediately in writing of actual or reasonably suspected violations of this section. Sparta may suspend or terminate the Agreement or any purchase order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without Sparta incurring any liability.

## 12 INTENTIONALLY OMITTED

## 13 FORCE MAJEURE

Sparta will not be liable to the Customer to provide the Training or Training Material due to any Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party's ability to perform under this Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines pandemics, epidemics or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, and (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property). If a force majeure event occurs, then Sparta shall be entitled to cancel the Training or delay another date. Tuition payments received may be applied as tuition for other classes or refunded at Customer option. However, in accordance with Section 3 of this Agreement, Sparta will not be liable for any travel costs incurred by Customer or their Users.

Notwithstanding any language to the contrary in this Agreement referenced herein, training may be affected by (a) measures implemented by municipal, provincial, and federal authorities across the world restricting travel, instituting localized quarantines, or requiring companies to interrupt operations to contain the spread of any current or future pandemic or (b) measures implemented by governments, recognized health authorities or private entities to adhere to recommendations from authorities to contain the spread of any current or future pandemic. Sparta will use reasonable endeavors, in accordance with laws and recommendations from recognized health or other authorities, to minimize any such disruptions due to these types of events. The quoted training course dates may be adjusted by Sparta accordingly, and Sparta will not be liable for damages, for any delays caused by these types of events. For the avoidance of doubt, the provisions of the Force Majeure clause will be effective even through the circumstance or contingency giving rise to inability of performance will have been operative on the date hereof.

## 14 GOVERNING LAW AND DISPUTES

This Agreement and any dispute, controversy, difference, or claim arising out of or relating to it (“Dispute”) will be:

(a) governed by the substantive laws of the jurisdiction listed below and determined by the legal domicile of the contracting entities identified in the purchase order or an applicable order form without regard to conflicts of laws principles, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto); and (b) resolved under the procedural rules in the forums so indicated (i) North, Central, South America: if the Sparta contracting party is formed in any country in North, Central or South America (including United States, Canada, Mexico, Brazil etc.), the laws of the State of New York, USA will govern and the federal or state courts in New York, New York, USA will have exclusive jurisdiction of any Dispute; (ii) China Bilateral: if both contracting parties are formed in The People’s Republic of China (excluding Taiwan, Hong Kong and Macau), the laws of The People’s Republic of China will govern and any Dispute shall be submitted to China International Economic Trade Arbitration Commission (“CIETAC”) Shanghai Sub-Commission for final and binding arbitration under CIETAC’s arbitration rules in effect at the time of applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected by the Chairman of CIETAC; (iii) China Unilateral: if the Sparta contracting party is formed in The People’s Republic of China and your contracting party is formed elsewhere, then the laws of England and Wales will govern and any Dispute shall be referred to and finally resolved by arbitration, held in Singapore, administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of SIAC then being in force, with the tribunal consisting of 3 arbitrators and the parties each making their arbitrator selections within 30 days of the arbitration request date; (iv) AsiaPac: if the Sparta contracting entity is formed in Korea, Hong Kong, Malaysia, Singapore, Indonesia, Vietnam, Australia, or New Zealand, the laws of the country in which the Sparta entity is formed will govern and disputes will be resolved by final and binding arbitration in accordance with the rules of arbitration, noted below with the place of arbitration selected by Sparta: (a) Singapore, Indonesia, Vietnam, Australia, New Zealand, - in accordance with the arbitration rules of the Singapore International Arbitration Center; (b) Korea - Disputes shall be settled in accordance with the International Arbitration Rules of the Korean Commercial Arbitration Board, with the tribunal consisting of 3 arbitrators; (c) Hong Kong – Disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted, with the arbitration panel consisting of 3 arbitrators; (d) Malaysia - in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Arbitration Centre, and (d) Taiwan - in accordance with the arbitration rules of the local Arbitration Act; or (v) Unlisted: if the Sparta contracting entity is formed in any other country, the laws of England and Wales will govern and disputes will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the International Chamber of Commerce, with London, England as the place of arbitration. The language of all arbitrations under any subsection of this Clause will be English. Judgment upon any award rendered by the arbitrators identified may be entered in any court having jurisdiction. Such award will be payable in the currency of this Agreement. Until the award is entered, either party may apply to the arbitrators for injunctive relief and/or seek from any court having jurisdiction, interim, or provisional relief if necessary to protect the rights or property.

## 15 GENERAL

Any change to or waiver under this Agreement must be in writing; waiver in one case shall not be waiver in a subsequent case. No rights are granted except as expressly granted in this Agreement. Any obligations of Customer outstanding at termination of this Agreement survive termination. Notwithstanding anything to the contrary in other documents or agreements integrated with this Agreement, this Agreement shall govern with respect to all Training Materials, Confidential Information and Products/Software delivered under this Agreement. This Agreement contain the entire agreement between the parties as to the subject matter and supersede any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter.

**The terms and conditions of this Agreement are applicable to any Training Program, Training Material, Product/Software or Confidential Information provided pursuant to this Agreement, in addition to the Master Agreement (as applicable).**