

Metrics that Matter™ Terms and Conditions

Payment Terms. KnowledgeAdvisors (KA)'s standard payment terms for MTM are monthly via credit card or quarterly prepay via invoice or purchase order. No other payment terms are available unless agreed upon in writing by KA in advance. If a learning provider becomes delinquent in their payments to KA, KA reserves the right to suspend the learning provider's access to MTM.

Compensation. KA will bill the learning provider according to current published pricing including any appropriate discounts unless another pricing contract is negotiated by the learning provider directly with KA. KA will assume that the learning provider is subscribing to MTM services unless the learning provider indicates a non-subscriber launch on the online vendor launch questionnaire. KA will begin billing the learning provider immediately regardless of use of MTM. If KA agrees to terminate a learning provider's contract, the learning provider is responsible for all fees associated with MTM up until that point. KA will confirm the monthly pricing to the learning provider in writing when the launch documents are sent to the learning provider.

Retention of Survey Data KA will retain survey data for 36 months after submission of an evaluation. During this 36-month period, all learning providers will have the right to receive without charge downloads of data upon request.

Data Confidentiality. All of the survey data collected in connection with this engagement the property of the learning provider. KA agrees that it will not release any of the learning provider's data to any organization or individual without the written permission of the learning provider in advance. As a learning provider, if you are affiliated with a value chain company (such as Microsoft or Citrix), those organizations may be able to see performance data consistent with your contract with each of those authorized providers.

KA findings to the learning provider and (b) report the individual evaluation data to an authorized channel as appropriate.

Additionally, learning providers will have access to our national benchmarking aggregate data. Participating learning providers will be able to compare their results with our national benchmarking statistics as well as learning provider benchmarks, and may receive other benchmarking reports.

Limited Warranty. KA represents and warrants that it exercises a degree of care which is customary in its industry with respect to its collection, processing, analysis and reporting of the information submitted to it by survey respondents. Nevertheless, such data are self-reported, subjective opinions from third party sources, and KA disclaims any responsibility to verify the accuracy of any such information. Accordingly, KA makes no representations or warranties whatsoever with respect to the accuracy of the information used to generate its reports. Except as otherwise expressly provided herein, KA makes no representations or warranties whatsoever, whether express or implied, with respect to its reports or any services provided in connection with this engagement, and the implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed.

Limitation of Liability. In no event will KA be liable to the learning provider or third party for lost profits, economic losses, or other consequential damages, or for exemplary, punitive or incidental damages, arising out of KA's performance of its duties hereunder or any breach by KA of any of its obligations hereunder, even if KA shall have been advised of the possibility of such damages. KA's liability for its acts or omissions relating to or arising out of any services performed or to be performed hereunder, including without

limitation any such liability arising out of any claim of breach of contract, negligence, strict liability, or any other theory, shall be limited to the aggregate amount paid or to be paid by the learning provider to KA hereunder.

Force Majeure. Neither the learning provider nor KA will be in default of its obligations hereunder as a result of any delay or failure in performance which is a direct result of any cause beyond its reasonable control. Without limiting the generality of the foregoing, KA will be excused from the performance of its duties hereunder to the extent that any particular learning provider shall fail or refuse to participate in this engagement or to collect or deliver survey data.

Engagement Duration. This engagement will commence upon receipt of the online vendor launch questionnaire and will be valid for one year. The engagement will automatically renew at the end of the year unless either part terminates in writing. Either party may terminate at anytime with 30 days written notice.