

EDUCATION SERVICES TERMS AND CONDITIONS

1. GENERAL

1.1 Capitalized Terms. Capitalized terms used, but not defined, herein are used with the meanings ascribed to such capitalized terms in the document to which these Model N Training Terms and Conditions are attached (together, the “*Agreement*”)

1.2 Learning Library. A “*Learning Library*” is a bundle of specific, Model N-related training content and courses subscribed to by Customer hereunder. The Learning Library includes access to learning management functions, such as making assignments to users, creating assessments, and adding and updating content.

1.3 Scope. The scope of the training, requirements, and any materials to be provided are as set forth in the applicable Order.

1.4 Payment. Payment is due per the payment method associated with this training or as described in the applicable Order. All fees are payable in US Dollars, and the Customer shall also pay all applicable sales, use, value-added and other taxes of any type assessed for attending the training, except for taxes based on Model N’s income.

1.5 Confidentiality. End Users may be exposed to certain information concerning Model N or the Service which is the confidential and proprietary information of Model N and not generally known to the public. Customer agrees to not use any Confidential Information except as necessary to complete the training and for purposes authorized by Model N, or disclose the Confidential Information to any person without the prior written consent of Model N.

1.6 Materials. All title and intellectual property rights in and to the training and any materials provided are owned exclusively by Model N and its partners and suppliers. Materials may not be copied or used by any other party other than an End User enrolled in a training pursuant to an Order, unless approved in writing by Model N in advance. Other than as expressly set forth herein, no license or other rights in or to the training and its related materials and intellectual property rights thereto are granted, and all such licenses and rights are hereby expressly reserved. Any ideas, suggestions, modifications and the like made by an End User with respect to the training will be the property of Model N regardless of whether Model N chooses to exercise its rights to incorporate such ideas, suggestions or modifications into the training or its related materials.

1.7 Miscellaneous. Model N’s Learning Library is for use by the number of Customer End Users stated in the Order. In no event will Customer allow third parties to access or use Model N’s training or related materials. Model N training courses may not be videotaped, recorded or duplicated without Model N’s prior written consent.

1.8 Warranty; Liability. EXCEPT AS EXPRESSLY STATED HEREIN, THE TRAINING IS PROVIDED “AS IS” AND MODEL N MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY,

OR OTHERWISE. MODEL N HEREBY SPECIFICALLY DISCLAIMS, ON BEHALF OF ITSELF AND ITS PARTNERS AND SUPPLIERS, ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

2. LEARNING LIBRARY TERMS AND CONDITIONS

2.1. Administrators. Customer’s subscription includes two (2) Customer Learning Library administrators, who will receive an orientation from Model N prior to go-live. Customer Learning Library administrators have the ability to run reports and view dashboards, modify key Learning Library data items (including but not limited to Users, User Roles, Designations, Groups, Curriculums, Assessments, ILT (including related ILT data) and Learning Plans); as well as add and manage Customer-specific content.

2.2. Model N is responsible for maintaining the standard Model N courses and content that has been added by Model N to the Customer’s Learning Library. When Model N has content updates available for the standard Model N content, Model N will notify the Customer and coordinate the publishing of the updated content to the Customer’s Learning Library.

2.3. After go-live, Customer will be responsible for maintaining any content that was added by Customer, or custom-created by Customer or its agents. This includes customized training materials created by Model N for the Customer.

2.4. After go-live, Customer will be responsible for maintaining key data items in the Learning portal: Users, User Roles, Designations, Groups, Curriculums, ILT (including related ILT data) and Learning Plans.