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6. **Confidential Information.** Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this EULA or as

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8. **User Data.** Company has no obligation to retain User data after three (3) months of the expiration or termination of the EULA.

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10. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS EULA) TO USERS FOR ANY CLAIM BY USER OR ANY THIRD PARTIES UNDER THIS EULA, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL ANY PARTY, ITS LICENSORS OR SUPPLIERS BE LIABLE TO USER OR OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Indemnification.** User shall indemnify and hold Company, its affiliates, suppliers, data center,

employees and officers (an "Indemnified Party") harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Indemnified Party arising out of, or in connection with (a) any act or omission of User, (b) any material breach by User of any of the terms of this EULA; and (c) any use or reliance by User of any portion of the RAS Software, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or an Indemnified Party arising out of, or relating to, the use of or reliance by User on any Content; provided, however, that User shall have no obligations under this section related to a third-party claim that the RRAS or Content infringes such third party's intellectual property rights.

12. Governing Law and Venue. This EULA shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to the EULA shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.

13. Notices. Any notice required under this EULA shall be sent to User at the email provided by User during registration, and to Company at contracts@reliaslearning.com.

14. Government End Users. If you are a U.S. Government end user, we are licensing the RAS Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the RAS Software are the same as the rights we grant to all others under this EULA.