

OPTIONAL SCHEDULE – KxAcademy

DESCRIPTION OF KXACADEMY

We provide online training solution for Our Software through a third-party learning management system. You will be required to agree and accept the third-party's website terms and conditions upon gaining access.

- 1.** Your use of the third-party learning management application is governed by the End User License Agreement (“EULA”) that accompanies the application in the marketplace where you download it or access the application.
- 2.** Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the learning management website and application, including but not limited to, a mobile device that is suitable to connect with and use the application.
- 3.** App Stores. You acknowledge and agree that the availability of the third-party learning management application and the services is dependent on the another third-party from which you received the Application, e.g., the Apple or Android app stores.
- 4.** You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the website and/or application.

Without limiting the terms and conditions in the EULA, the following terms and conditions are included in this Schedule and will be interpreted and applied as a part of the Agreement accordingly.

- 5.** Certain Restrictions. The rights granted to you in the EULA are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the third-party learning management website , services and any other information and content made available to you through your access to the website or application, (b) you shall not use framing techniques to enclose any trademark, logo, or any other information and content made available to you through your access to the website or application; (c) you shall not use any metatags or other “hidden text” using Instructure’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the third-party learning management website , services and any other information and content made available to you through your access to the website or application ; (e) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the website ; (f) except as expressly permitted , no part of the third-party learning management website , services and any other information and content made available to you through your access to the website or application may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the website or application.
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7. Interactions with Other Users.

7.1. User Responsibility. You are solely responsible for your interactions with other Users of the training solutions and any other parties with whom you interact through the training solutions; provided, however, that Instructure reserves the right, but has no obligation, to intercede in disputes among Users. You agree that Instructure will not be responsible for any liabilities incurred as the result of such interaction.

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