

# TYRO SUPPORT SERVICES TERMS OF USE

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These Terms of Use are effective on February 22, 2017.

## 1. ACCEPTANCE OF TERMS

The services that TYRO Support Services ("TSS") provides to User is subject to the following Terms of Use ("TOU"). TSS reserves the right to update the TOU at any time with no notice to User.

- A. By using TSS Content, User agrees to comply with all of the terms and conditions hereof. The right to use TSS products is personal to User and is not transferable to any other person or entity.
- B. TSS shall have the right at any time to change or discontinue any aspect or feature of TSS Content.

## 2. CHANGED TERMS

TSS shall have the right at any time to change or modify the terms and conditions applicable to User's use of TSS Content, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on TYRO365.com, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of TSS Content by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

## 3. DESCRIPTION OF SERVICES

Through its intellectual property, TSS provides User with access to a variety of resources, including curriculum, training, and technical assistance (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

## 4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of TSS Content and all charges related thereto.

## 5. USER CONDUCT

- A. User shall use TSS Content for lawful purposes only.
- B. TSS Content contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of TSS Content are copyrighted as a collective work under the United States copyright laws. TSS owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part, without the expressed, written consent of TSS. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of TSS Content will be permitted without the express written, permission of TSS and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright

notice shall be made. User acknowledges that it does not acquire any ownership rights by using copyrighted material.

- C. The foregoing provisions of Section 5 are for the benefit of TSS, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## **6. USE OF SERVICES**

- A. User shall only be permitted to purchase materials and facilitate classes for TYRO programs that the User has successfully completed facilitator training for.
- B. User shall also attend recurrent training in order to continue to develop as a facilitator.
- C. User shall provide all Clients with a new workbook for each TYRO program the Client participates in.
- D. User shall only consider clients that meet the minimum standards of achievement as successful completers.
- E. User shall pin all Clients that successfully complete TYRO Dads or TYRO Leadership with official TYRO pins.
- F. User shall present all Clients with completion certificates for each TYRO program that they successfully complete.
- G. User shall comply with the TYRO brand guide in all communications with Clients, including but not limited to workshop handouts, fliers, posters, online marketing, and completion certificates.
- H. User shall inform all Clients that successfully complete a TYRO program of the TYRO Alumni Community and assist them in onboarding into the group on TYRO365.
- I. User shall administer pre- and post-surveys and class evaluations provided by TYRO Support Services for each of the TYRO programs.
- J. User shall provide requested data to the best of their ability or allow TSS to capture the data.

## **7. FEES AND PAYMENT**

User agrees to pay TSS as set forth on each invoice in immediately available U.S. funds within 30 days of the date of invoice. Except as otherwise set forth herein, all fees will be non-refundable once paid to TSS (including upon any termination or suspension of this TOU). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. User will be responsible for payment of all taxes, fees, duties, and other governmental charges (other than taxes based on TSS's income and property) and any related penalties and interest that may be imposed as a result of User's failure to pay any such taxes or other charges, arising from the payment of any amounts to User under this TOU. Unless otherwise agreed upon in an applicable SOW, each party will pay all of its own costs and expenses under the TOU.

## **8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

- A. USER EXPRESSLY AGREES THAT USE OF TSS CONTENT IS AT USER'S SOLE RISK. NEITHER TSS, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT TSS CONTENT WILL BE ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF TSS CONTENT, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH TSS.
- B. TSS CONTENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
- C. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. USER SPECIFICALLY ACKNOWLEDGES THAT TSS IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER.
- D. IN NO EVENT WILL TSS, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING TSS CONTENT, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE TSS CONTENT. USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL TSS CONTENT.
- E. IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, TSS, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN TSS CONTENT, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- F. FORCE MAJEURE – NEITHER PARTY WILL BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, RIOT, EMBARGOES, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, SERVICE OUTAGES RESULTING FROM EQUIPMENT AND/OR SOFTWARE FAILURE AND/OR TELECOMMUNICATIONS FAILURES, POWER FAILURES, NETWORK FAILURES, FAILURES OF THIRD PARTY SERVICE PROVIDERS (INCLUDING PROVIDERS OF INTERNET SERVICES AND TELECOMMUNICATIONS). THE PARTY AFFECTED BY ANY SUCH EVENT SHALL NOTIFY THE OTHER PARTY WITHIN A MAXIMUM OF FIFTEEN (15) DAYS FROM ITS OCCURENCE. THE PERFORMANCE OF THS AGREEMENT SHALL THEN BE SUSPENDED FOR AS LONG AS ANY SUCH EVENT SHALL PREVENT THE AFFECTED PARTY FROM PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

## **9. MONITORING**

- A. TSS shall have the right, but not the obligation, to monitor the fidelity of the delivery of TSS Content to determine compliance with this Agreement and any operating rules established by TSS and to satisfy any law, regulation or authorized government request. TSS shall have the right in its sole discretion to require additional training for User not meeting fidelity standards before permitting the purchase of additional TSS Content.
- B. TSS shall have the right, but not the obligation, to collect data concerning all aspects of the TYRO Suite and its delivery and outcomes for its own purposes.

## **10. INDEMNIFICATION**

User agrees to defend, indemnify and hold harmless TSS, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of TSS by User.

## **11. TERMINATION**

Either TSS or User may terminate this Agreement at any time. Without limiting the foregoing, TSS shall have the right to immediately terminate User's Account in the event of any conduct by User which TSS, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

## **12. MISCELLANEOUS**

This Agreement and any operating rules for TSS Content established by TSS constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of Ohio, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

## **13. COPYRIGHT NOTICE**

TSS logos are trademarks of TSS. All rights reserved. All other trademarks appearing on TSS are the property of their respective owners.