



ITI ADVISOR CONTENT DEVELOPMENT TERMS OF SERVICE

IMPORTANT: By participating in a Technical Advisory Group (“TAG”) with Industrial Training International LLC (“ITI”), you are aggregating to be bound by the following terms. Please read this ITI Advisor Content Development Terms of Service (the “Agreement”) carefully before participating in an ITI TAG as a contributor and/or advisor (“Advisor”). If you do not agree to this Agreement, do not participate in the ITI TAG.

ITI and the Advisor are each individually referred to as a “Party” and collectively as the “Parties” in this Agreement.

1. Recitals.
 - a. ITI is in the business of developing, procuring, and delivering training content, products and services, including but not limited to online learning courses, print curriculum, video, 2D/3D animations, mobile applications, and virtual reality simulation solutions (collectively, the “Development Services”), and has set out to create, design and develop content (the “Solution”).
 - b. The Advisor has knowledge and experience in the technical domain or instructional design relating to the Solution.
2. Definitions.
 - a. “Intellectual Property” means all inventions (whether patentable or not), patents, design patents, industrial designs, trade secrets, Solution, trademarks, copyrights, trade names, mask works, CAD files, blueprints, ideas, formulas, processes, prototypes, models, designs, renderings, photographs, source and object code, data, show-how, know-how, improvements, discoveries, methods, concepts, modifications, upgrades, techniques, proprietary information, performance and moral rights, and other proprietary rights and information, together with all applications, documents, information, data, electronic media, knowledge, or products developed, improved or prepared in respect of, or relating thereto.
 - b. “Intellectual Property Rights” means all rights created under all applicable laws (including the common law) governing Intellectual Property, confidential information, unfair trade practices, publicity rights, or any similar law that permits a party independently of contract to control or preclude another party’s use or disclosure of information or intellectual property.
 - c. “New IP” means all Intellectual Property of ITI, and the unique assets and Intellectual Property developed by ITI in its performance of the Development Services, including, without limitation, the Solution and all associated Intellectual Property Rights therein.
3. Intellectual Property.
 - a. Advisor Content; Content License. At the sole discretion of the Advisor and to the extent to which the Advisor wishes to provide it, the Advisor shall provide to ITI information and content necessary for ITI’s completion of the Solution and Development Services, including, without limitation, Advisor’s information, ideas, concepts, content, know-how, specifications, Intellectual Property, and designs relating to the Solution and all Development Services (collectively, “Advisor Content”). Advisor shall retain sole and exclusive ownership of all Advisor Content and all Intellectual Property Rights therein. Notwithstanding the foregoing, in exchange for ITI providing the Development Services, Advisor hereby grants to ITI an irrevocable, perpetual, non-exclusive, royalty-free, worldwide, fully paid and non-assessable license to access, exploit commercially, integrate, use, edit, upload, download, copy, transfer, transmit, store and make derivative works of all Advisor Content provided by Advisor to ITI in connection with ITI’s Development Services, and for use in the design, development, testing, and commercial exploitation of the Solution (the “Content License”). Advisor agrees that if ITI makes use of any Advisor Content, ITI is not required to compensate Advisor for specific piece or part of any Advisor Content, and Advisor shall have no right, title or interest in any proceeds derived by ITI therefrom.
 - b. Ownership of New IP. Except with respect to the Advisor Content, the Parties hereby acknowledge and agree that ITI conclusively, solely, and exclusively owns all other Intellectual Property and Intellectual Property Rights, including, without limitation, all New IP created by ITI that is developed for or otherwise arises from the Development Services. Advisor hereby expressly waives and forfeits any right, title, interest or claim to any Intellectual Property and Intellectual Property Rights to the New IP and any Intellectual Property and Intellectual Property Rights to ITI’s Intellectual Property, except as otherwise expressly provided for under this Agreement, and Advisor hereby expressly waives all moral rights in all Intellectual Property and Intellectual Property Rights in the New IP and all ITI Intellectual Property that is developed for or otherwise arises from Development Services. Advisor agrees to sign applications for formal patents, copyrights, trademarks, assignments, and other papers (including, but not limited to, the execution and delivery of instruments of further assurance or confirmation), and do such things as ITI may require for establishing and protecting its ownership in any Intellectual Property and Intellectual Property Rights in and to the New IP in all countries and to carry out the intent and purpose of this Agreement.
 - c. Copyright and Trademark Notices; Security. The Solution, New IP, Confidential or Proprietary Information, documentation, and other items made available by ITI to Advisor must contain the same copyright, trademark, patent and other proprietary notices that appear therein, as applicable. Advisor shall not remove, disable, circumvent or modify any proprietary notice or security technology included therewith.
4. Representations and Warranties. Advisor represents and warrants that: (i) Advisor has all requisite and necessary rights, title and interest in and to the Advisor Content to grant the use of such Advisor Content to ITI as specified in this Agreement; (ii) no Advisor Content shall contain any infringing materials or contain any Intellectual Property of third parties for which Advisor has no or insufficient rights, license or ability to grant to ITI under the terms and conditions of this Agreement; and (iii) any Advisor Content submitted to ITI in any format whatsoever and through any means of submission shall be virus-free and shall contain no malware, worms, trojans, directory viruses, memory resident viruses, overwrite viruses, browser hijacker, polymorphic virus or any other virus or harm to any system of ITI whatsoever. Advisor agrees that it shall defend, indemnify, and hold harmless (and pay any and all other expenses and

attorneys' fees in connection therewith) ITI and its respective owners, directors, officers, employees, agents, affiliates, successors and assigns from and against any and all liability, loss, expenses, damages, costs, claims, and/or actions arising from or relating to any breach of the representations and warranties set forth in this Agreement. A breach of these representations and warranties by Advisor shall constitute a material breach of this Agreement.

5. Independent Contractor Relationship. The relationship of the Parties is that of independent contractor and Advisor, and is governed solely by this Agreement. Neither Party is authorized to act as agent for, or otherwise on behalf of the other Party, and no action by either Party shall bind the other Party. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including but not limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits.
6. Term; Termination. This Agreement is effective until terminated as provided herein. Either Party may terminate this Agreement at any time, for any reason, upon thirty (30) days written notice to the other Party. In addition, ITI may terminate this Agreement at any time effective immediately upon material breach by the Advisor, and shall have all remedies available to it under any and all applicable laws as a result of such breach. Upon termination of this Agreement, Advisor shall return all materials and ITI's Confidential or Proprietary Information to ITI without the necessity or requirement of written notice from ITI. Sections 3, 4, 5, and 7 of this Agreement shall survive any such termination.
7. Miscellaneous.
 - a. Entire Agreement. This Agreement constitutes the full, final and comprehensive agreement between the Parties relative to the subject matter hereof and supersedes and replaces all earlier agreements, arrangements or understandings in that regard, whether written or oral. Neither Party makes any warranties to the other except those specifically expressed herein, and hereby disclaims all other such warranties not expressly stated herein.
 - b. No Waiver. No action or failure to act by either or any of the Parties shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed to in writing. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the Party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein.
 - c. Severability. In the event that any provision of this Agreement or compliance by any of the Parties with any provision of this Agreement shall constitute a violation of any law, or be deemed unenforceable or void, then such provision, to the extent only that it is in violation of law, or is deemed void or unenforceable, shall be deemed modified to the minimum extent necessary so that it is no longer unenforceable, void or in violation of law and shall be enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of law, void, or unenforceable, shall be deemed severable from the remaining provisions of this Agreement, which provisions shall remain binding on the Parties and in full force and effect.
 - d. No Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding the foregoing, no Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, which may be held in such Party's absolute discretion.
 - e. Survival.
 - f. Governing Law; Venue; Attorneys' Fees. This Agreement will be exclusively governed and interpreted by the laws of the state of Washington as it applies to contracts executed and performed within the state of Washington by Parties domiciled in the state of Washington, without reference or regard to Washington's conflict of laws provisions. The Parties hereby irrevocably and unconditionally agree to submit any legal action or proceeding relating to this Agreement or arising out of the relationship of the Parties to the non-exclusive general jurisdiction of the courts of the state of Washington located in King County and the courts of the United States located in the Western District of Washington and, in any such action or proceeding, consent to jurisdiction in such courts and waive any objection to the venue in any such court. Each Party shall bear its own attorneys' fees and costs incurred in the negotiation and execution of this Agreement, provided, however, if any suit or action is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the substantially prevailing Party, as determined by the adjudicator in the suit or action, shall be entitled to recover, in addition to costs, such sums as the court may find reasonable as attorneys' fees, including litigation expenses and costs, and such similar sums incurred on any appeal.