

## PORTAL TERMS AND CONDITIONS OF USE

Last Modified: 10 October 2017

These Portal Terms and Conditions of Use, together with any documents expressly incorporated by reference, (the **"Terms and Conditions"**) are entered into by and between you and TRU Simulation + Training Inc., which shall include TRU's wholly or partially owned subsidiaries (collectively referred to as **"TRU"**). By logging in as a user of this Portal, you accept and agree to be bound, and abide by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not log in to the Portal.

TRU may update these Terms and Conditions at any time, in its sole discretion and without notice to you. Such changes are effective immediately upon publication on the Portal and shall apply to access and use of the Portal thereafter. Please read the Terms and Conditions before log in to use the Portal. You are expected to check this page each time you log into the Portal so you are aware of any changes, as they are binding on you. Your continued use of the Portal following any posting of revised Terms and Conditions means that you accept and agree to the changes.

### 1. **DEFINITIONS.** The following terms shall have the meanings set forth below:

- a) **"Portal"** shall refer to: TRU Connect.

These Terms and Conditions shall govern your access to and use of the Portal, including any content, functionality and services offered on or through the Portal.

- b) **"You"** or **"Your"** refers to either the individual accessing the Portal through the log in process, or if the individual logging in is doing so on behalf of a legal entity, the legal entity that that individual represents.

If you are requesting use of the Portal as an employee or agent of a company or other incorporated or unincorporated organization, by logging in to use this Portal you are declaring to TRU that you have the authority to act for and on behalf of the company or organization that you represent. If you are unsure whether you have this authority from the company that you represent, you are solely responsible to the company that you represent for any claims or losses arising out of such unauthorized use of the Portal. Further, you agree to indemnify, defend, and hold harmless TRU in any actions that arise out of such unauthorized use of the Portal. UNAUTHORIZED USERS ARE EXPRESSLY ADVISED TO IMMEDIATELY CEASE ALL ACCESS TO, AND USE OF, THE PORTAL. By logging into this Portal, you represent and warrant that you are of the legal age to form a binding contract with TRU and meet each of the foregoing eligibility requirements. If you do not meet each of these requirements, you shall not log into the Portal.

### 2. **CONTRACT CONFLICT AND STATUS.** These Portal Terms and Conditions shall not replace, supersede or alter in any way the Terms and Conditions of your existing contract, if any, with TRU for goods

and/or services. The Terms and Conditions of such existing contract shall prevail. You agree that any oral or written statements which TRU has made on this Portal, or has made prior to your use of the Portal, are for informational purposes only, do not constitute contract terms or representations, and shall not be relied upon. Any such oral or written statements are applicable and relevant solely to your use of the Portal if they are incorporated as terms in a separate written contract between you and TRU. Such separate written contract shall explicitly mention the terms to be revised or replaced and shall incorporate these Terms and Conditions by reference.

### **3. DISCLAIMER AND LIABILITY.**

- a) *Restrictions, Suspensions or Modifications to Use.* TRU reserves the right to withdraw, amend, cease, suspend, and otherwise maintain total control over the Portal, including any service or material that TRU provides on the Portal, in its sole discretion and without notice. TRU will not be liable, if for any reason, all or any part of the Portal is unavailable at any time or for any duration. TRU may restrict access to all or some parts of the Portal, to registered users with or without cause and without notice. TRU shall not be liable to you or any third parties for any modification, suspension or discontinuance of the Portal. Furthermore, TRU: i) is not obliged to respond or take any action in relation to any information or communication posted on the Portal; ii) does not warrant or guarantee any response or delivery timeframe; and iii) makes no warrant or guarantee that the Portal is, or will remain free from, defects, errors, access interruptions, or other complications that affect access to, or use of, the Portal.
- b) *Export Compliance.* You will be entirely responsible for ensuring that any information that you send to the Portal is sent in full compliance with, and does not contravene, any and all applicable export licenses or controls under the laws of Canada, the United States and/or the country in which you reside or from where you are accessing the Portal. In addition, you are also entirely responsible for ensuring compliance with all applicable laws relating to the transmission and transfer of any classified or controlled information including those under the Department of State International Traffic In Arms Regulations (“ITAR”), the Export Administration Regulations (“EAR”), the Canadian Export and Import Permits Act (RS Chap. E-17), each of which collectively control the export and re-export of commercial and military goods, or any subordinate legislation or statutory re-enactments of them; if you are in any doubt as to whether or not any information you intend to send or transmit may breach any of the aforementioned laws or restrictions DO NOT POST US THE INFORMATION AND CONSULT YOUR LEGAL ADVISERS.
- c) *Limitation of Liability.* IN NO EVENT WILL TRU, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO YOUR USE OF, ACCESS TO, OR INABILITY TO USE OR ACCESS, THE PORTAL; INCLUDING WITHOUT

LIMITATION, USE OF ANY LINKED WEBSITES, ANY PORTAL CONTENT OR OTHER WEBSITES AND/OR SERVICES, ITEMS, OR OTHER INFORMATION OBTAINED THROUGH THE PORTAL, WHETHER THE CLAIM IS BASED IN TORT (INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, AND NEGLIGENCE), OR IN CONTRACT, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

THE FOREGOING LIMITATION, HOWEVER, DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- d) *Disclaimer of Warranties.* You understand that TRU cannot and does not guarantee or warrant that files available for downloading from the internet or the Portal will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TRU WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE PORTAL, OR ON ANY WEBSITE LINKED TO THE PORTAL.

YOUR USE OF THE PORTAL, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL IS DONE AT YOUR OWN RISK. THE PORTAL, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TRU NOR ANY PERSON ASSOCIATED WITH THE TRU MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PORTAL OR OF THE INFORMATION CONTAINED ON THE PORTAL. WITHOUT LIMITING THE FOREGOING, NEITHER TRU NOR ANYONE ASSOCIATED WITH TRU REPRESENTS OR WARRANTS THAT THE PORTAL, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT TRU'S SITE OR THE SERVER THAT MAKES THE PORTAL AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TRU HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- e) *Indemnification.* You agree to indemnify and hold TRU and its parent company, subsidiaries, affiliates, officers, employees and representatives, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information you transfer or transmit to the Portal, your use of the Portal, your violation of these Terms and Conditions or any applicable laws including the restrictions and legislation referred to clause 3(a) or your violation of the any rights of any third party. Nothing in these Terms and Conditions is intended or shall have the effect of excluding or limiting TRU liability in respect of personal Injury, death or fraudulent misrepresentation by TRU.
- 4. ACCOUNT SECURITY.** TRU has provided you with a password that allows for you to access the Portal. You are responsible for maintaining the confidentiality of the password. You are fully responsible for all activities that occur under your assigned password. In order to ensure confidentiality, you agree to: (i) immediately notify us of any unauthorized use of your password or and any other breach of security, and (ii) ensure that you exit from the Portal at the end of each session. TRU will not be liable for any loss or damage arising from your failure to do so.
- 5. MAINTAINING ACCURACY.** In consideration of your use of the Portal, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Portal's registration details, and (ii) maintain and promptly update that information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if TRU has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TRU may suspend or terminate your current or future use of the Portal (or any portion thereof). If your communication relates to another contract between you and TRU, you cannot use this Portal to serve any formal notice upon us in connection with that contract unless that contract expressly provides.
- 6. USER CONTRIBUTIONS.** The Portal may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Portal. By logging into the Portal, you agree to not use the Portal to:
- a) transmit or transfer any information to the Portal that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements in addition to the restrictions stated in 3(a) above);

- b) transmit or transfer any information to the Portal that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- c) transmit or transfer any information to the Portal that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party, including that of TRU;
- d) transmit or transfer any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- e) transmit or transfer any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- f) impersonate any person or entity;
- g) interfere with or disrupt the Portal or servers or networks connected to the Portal, or disobey any requirements, procedures, policies or regulations of networks connected to the Portal; or
- h) collect or store personal data about other users.

- 7. OWNERSHIP OF USER CONTRIBUTIONS.** By logging into the Portal, you represent and warrant that:
- i) you possess or control all rights in and to the User Contributions at the time of posting and as such, have the right to assign that same right, title, or interest to TRU; and
  - ii) all of your User Contributions do and will comply with these Terms and Conditions.

Furthermore, by posting such User Contributions in the Portal, you are acknowledging and agreeing that you are assigning any right you may have to the contributed content or materials that you post to TRU, effective immediately upon posting. You hereby waive any right, title, or interest (including any license rights or rights of use) for such contributed content or materials thereafter. Any such User Contributions shall belong to and be the sole and exclusive property of TRU, without restrictions or liability of any kind.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not TRU, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. TRU shall not be responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Portal.

- 8. MONITORING AND ENFORCEMENT.** TRU has the right to:

- a) Remove or refuse to post any User Contributions for any or no reason in its sole discretion.

- b) Take any action with respect to any User Contribution that TRU deems necessary or appropriate in its sole discretion, including if TRU believes that such User Contribution violates the Terms and Conditions, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Portal or the public or could create liability for TRU.
- c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Portal.
- e) Terminate or suspend your access to all or part of the Portal for any or no reason, including without limitation, any violation of these Terms and Conditions.

Without limiting the foregoing, TRU has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Portal. YOU HEREBY WAIVE AND HOLD HARMLESS TRU FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY TRU DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER TRU OR LAW ENFORCEMENT AUTHORITIES.

However, TRU cannot review all material before it is posted on the Portal, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, TRU assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

**9. COPYRIGHT.** In deciding to transmit or transfer any information to the Portal you grant to TRU a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, translate, create derivative works from and distribute such Information (in whole or part) worldwide for any reasonable purposes foreseeably related or connected with your use of the Portal.

**10. INTELLECTUAL PROPERTY RIGHTS.** The Portal and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by TRU, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or

transmit any of the material on the Portal, except as follows: i) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; ii) you may store files that are automatically cached by your Web browser for display enhancement purposes; and iii) you may print or download one copy of a reasonable number of pages of the Portal for use and not for further reproduction, publication or distribution. Any use of the Portal not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other laws.

- 11. TRADEMARKS.** TRU and all related names, logos, product and service names, designs and slogans are trademarks of TRU, its affiliates, or licensors. You must not use such marks without the prior written permission of TRU or their respective owners.
- 12. TERMINATION.** You agree that TRU, in its sole discretion, may terminate your password, and use of the Portal (or any part thereof), and remove and discard any information within the Portal, for any reason, or discontinue providing the Portal, or any part thereof, without notice.
- 13. DATA PROTECTION.** TRU will store and use any personal information about you to enable TRU to serve you or your company and to fulfill your instructions and for marketing purposes. You expressly consent and authorize TRU to process any Personal Data that you have provided to TRU to Textron Inc. subsidiaries, divisions, segments, and business units, or to otherwise comply with any of the obligations set forth in these Terms and Conditions.
- 14. THIRD PARTY RIGHTS.** No person who is not a party to these Terms and Conditions shall have any rights under them, whether under the Contract (Third Party Rights) Act 1999 or otherwise, and nothing in these Terms and Conditions confers any benefits on any third party.
- 15. LAW AND JURISDICTION.** All matters relating to this Portal and these Terms and Conditions any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule whether of the State of Delaware or any other jurisdiction.

Any legal suit, action or proceeding arising out of, or related to, these Terms and Conditions or the Portal shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware although TRU retains the right to bring any suit, action or proceeding against you for breach of these Terms and Conditions in your country of residence or any other relevant country. You hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.



THE PARTIES TO THIS AGREEMENT AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR LITIGATION THAT TAKES PLACE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.