

Training Tracker LLC Subscription Agreement

As part of the Services, Training Tracker LLC will provide you with use of the Service, including a browser interface, transmission, access and storage. Your registration for, or use of, the Service constitutes your agreement to the terms of this Agreement, materials available on the Training Tracker software, and Training Tracker LLC's Security and Privacy Statement (the "Agreement"). For reference, a Definitions section is included at the end of this Agreement.

Security & Privacy Disclosure

The Training Tracker software [Service] is a hosted, online application.

Occasionally, Training Tracker LLC may need to notify Users of important announcements regarding the operation of the Service. Training Tracker LLC will send an email message to the email address maintained by each User. The email address will be entered by the User in the User Account screen of the Service. Although the User Account screen requests other information such as address, and telephone number, no other means of contact is implied. The User must maintain a current email address in the User Account screen.

Training Tracker LLC reserves the right to modify its [Security and Privacy Statement](#) at any time without notification. The current Security and Privacy Statement may be viewed at https://www.trainingtrackersoftware.com/security_privacy_statement.pdf

If you cannot locate the current Security and Privacy Statement please email Hello@TrainingTrackerSoftware.com.

If your company is a customer of the Service, you agree that Training Tracker LLC may disclose, for advertising purposes, to other customers or potential customers that your company uses the Service.

License Grant & Restrictions

Training Tracker LLC hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Training Tracker LLC.

You may not access the Service if you are a direct or indirect competitor of Training Tracker LLC except with Training Tracker LLC's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or

Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. A User license is issued to a Company. A User license cannot be shared or used by more than one Company. A Company may not reassign the User License.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable laws and regulations in connection with your use of the Service. You shall: (i) notify Training Tracker LLC immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) immediately report to Training Tracker LLC and use reasonable efforts to stop any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Training Tracker LLC user or provide false identity information to gain access to or use the Service.

You are responsible for the security of your accounts, user IDs and passwords. Training Tracker LLC shall be held harmless for any security breach caused by your failure to maintain the security of your accounts, user IDs and passwords.

Account Information and Data

Training Tracker LLC does not own any Customer Data, information or material that you submit or enter into the Service. You are responsible for the accuracy, integrity, and legality of and the intellectual property ownership or right to use all Customer Data. Training Tracker LLC shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

In the event this Agreement is terminated (other than by reason of your breach), Training Tracker LLC will make available Customer Data files within 30 days of termination if requested at the time of termination. Training Tracker LLC may withhold, remove, or discard Customer Data without notice after a 30 day period for any breach. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Training Tracker LLC shall have no obligation to maintain or forward any Customer Data.

Intellectual Property Ownership

Training Tracker LLC owns all right, title and interest, including all related Intellectual Property Rights, in and to the Training Tracker LLC Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Training Tracker LLC Technology, or Training Tracker LLC's Intellectual Property Rights.

Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the Training Tracker's payment terms.

The initial charges are published on our website and are based on the total number of users that you wish the Service to allow for your subscription ("Subscription"), plus a one-time setup fee. Subscription payments are made in monthly or annual increments, unless Training Tracker LLC approves a different term. All amounts paid are nonrefundable. Your payment allows a certain number of users in the system, whether or not that number of users is actively used. If you exceed the number of uses in your Subscription, Training Tracker LLC shall increase, without notice, your Subscription fee according to our published fee schedule. Failure to pay the increased fee will be considered a breach on your part and may result in termination of the Service.

Training Tracker LLC may modify its fees and charges at any time. Training Tracker LLC will notify you at least 30 days prior to a price increase for your Subscription. All pricing terms are confidential, and you agree not to disclose them to any third party.

Billing and Renewal

Training Tracker LLC will automatically renew and issue an invoice for each billing period. The renewal charge will be equal to the then current pricing based on the number of users in your Subscription. Your invoice may be sent to you 30 days or more in advance of your billing renewal period and may be used as 30 day notification of a price increase. Fees for other services such as data upload, data conversion, correction of your data entry errors, and other similar services will be charged on an as-quoted basis.

You agree to provide Training Tracker LLC with complete and accurate billing and contact information. This includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any changes. If the contact information you provided is false, Training Tracker LLC may terminate your access to the Service.

Payment shall be made in US dollars.

If you believe your bill is incorrect, you must contact Training Tracker LLC in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Non-Payment and Suspension

Training Tracker LLC may suspend or terminate this Agreement and your access to the Service if your account becomes delinquent. Delinquent invoices are subject to interest of 2.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Training Tracker charges for User licenses during any period of suspension. Upon termination, you shall pay the balance due on your account. You agree that Training Tracker LLC may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Training Tracker LLC may charge a reconnection fee if your access to Service was suspended. You acknowledge that Training Tracker LLC has no obligation to retain Customer Data and that Customer Data may be irretrievably deleted if your account is delinquent.

Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term. Either party may terminate this Agreement or reduce the number of users allowed, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, no notice of termination will be required.

Termination for Cause

Any breach of your payment obligations or unauthorized use of the Training Tracker LLC Technology or the Service shall be a material breach of this Agreement. Training Tracker LLC in its sole discretion may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. Training Tracker LLC may terminate a free or demo account at any time.

Representations & Warranties

Each party represents that it has the authority to enter into this Agreement. Training Tracker LLC represents that it will provide the Service in a manner consistent with general industry standards. You represent that (i) you have not falsely identified yourself; (ii) you have not provided any false information to gain access to the Service; and (iii) your billing information is correct.

Indemnification

You shall indemnify and hold Training Tracker LLC, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, managers, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) (collectively "Damages") arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of,

or has caused harm to, a third party; (ii) a claim that constitutes a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Training Tracker LLC (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Training Tracker LLC of all liability and such settlement does not affect Training Tracker LLC' business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Training Tracker LLC shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, members, managers, employees, attorneys and agents harmless from and against any and all Damages arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Training Tracker LLC of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Training Tracker LLC; provided that you (a) promptly give written notice of the claim to Training Tracker LLC; (b) give Training Tracker LLC sole control of the defense and settlement of the claim (provided that Training Tracker LLC may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Training Tracker LLC all available information and assistance; and (d) have not compromised or settled such claim. Training Tracker LLC shall have no indemnification obligation, and you shall indemnify Training Tracker LLC pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

Disclaimer of Warranties

EXCEPT AS PROVIDED IN THIS SECTION, EACH PARTY'S PERFORMANCE UNDER THIS AGREEMENT IS PROVIDED "AS IS" AND WITHOUT OTHER WARRANTY. NO WARRANTY IS GIVEN REGARDING THE PERFORMANCE OF THIRD-PARTY SERVICES OR THAT THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Internet Delays

TRAINING TRACKER LLC DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. YOU ACKNOWLEDGE THAT TRAINING TRACKER LLC DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TRAINING TRACKER LLC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability

TRAINING TRACKER LLC'S MAXIMUM LIABILITY IN ANY ACTION RELATING TO THE SUBJECT OF THIS AGREEMENT IS LIMITED TO THE TOTAL FEES PAYABLE BY YOU IN THE 12 MONTH PERIOD IMMEDIATELY PROCEEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY IS LIABLE FOR ANY CLAIM FOR LOST PROFITS OR SIMILAR DAMAGES, EVEN IF FORESEEABLE AND REGARDLESS OF THE FORM OF ACTION. THESE LIMITATIONS ARE SUBJECT TO APPLICABLE LAW.

Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

Training Tracker LLC and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

Modification to Terms

Training Tracker LLC may modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Training Tracker LLC but may be assigned without your consent by Training Tracker LLC to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Training Tracker LLC directly or indirectly owning or controlling 50% or more of you shall entitle Training Tracker LLC to terminate this Agreement for cause immediately upon written notice.

Miscellaneous

Wisconsin law governs this Agreement, exclusive of its conflicts of law principals. The state and federal courts of Dane County, Madison, Wisconsin are the exclusive venue for resolving any disputes under this Agreement. The parties consent to the personal jurisdiction of such courts, and waive defenses concerning venue and convenience of form.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

Training Tracker LLC is an independent contractor and not your partner. The parties are not engaged in a joint venture. Training Tracker LLC's employees are not to be considered your employees for any purposes. Training Tracker LLC is solely responsible for the means and manner of performing the Services.

The failure of Training Tracker LLC to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Training Tracker LLC in writing.

This Agreement, together with any applicable Order Form, the Privacy Policy, and Data Processing Addendum comprises the entire agreement between you and Training Tracker LLC and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Definitions

The following terms have the meaning given:

"*Content*" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"*Customer Data*" means any data, information or material provided or submitted by you to the Service in the course of using the Service;

"*Effective Date*" means the date this Agreement is accepted or the date you begin using the Service;

"*Initial Term*" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is quarterly, the Initial Term is the first quarter);

"*Intellectual Property Rights*" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"*License Administrator(s)*" means those Users designated by you who are authorized to purchase licenses and to create User accounts and otherwise administer your use of the Service;

"*License Term(s)*" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s);

"*Order Form(s)*" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail);

"*Online Order Center*" means Training Tracker LLC's online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service;

"*Training Tracker LLC*" means Training Tracker LLC, LLC, a Wisconsin Limited Liability Company, having its principal place of business at 309 W Washington Ave #612, Madison WI 53703.

"*Training Tracker LLC Technology*" means all of Training Tracker LLC's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Training Tracker LLC in providing the Service;

"*Service(s)*" means the specific edition of Training Tracker LLC's Training Tracker Hosted Web Version, or other services identified during the ordering process, developed, operated, and maintained by Training Tracker LLC accessible via the web URL <https://app.trainingtrackersoftware.com/> or another designated web site or IP address, or ancillary online or offline products and services provided to you by Training Tracker LLC to which you are granted access under this Agreement;

"*User(s)*" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Training Tracker LLC at your request).

Questions or Additional Information

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to Hello@TrainingTrackerSoftware.com.

Last Modified

June 24, 2024