This Service Schedule (the “Schedule”), between Sherweb Inc. ("Provider") and You, the organization purchasing the QuickHelp™ Service ("Service"), as identified as part of the subscription process for the Service (“You” or “Your”), is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement or Partner Master Service Agreement, as applicable (“MSA”) by and between Provider and You.

This Schedule includes the terms and conditions governing the Service provided to You under the Agreement. By accepting the MSA, by subscribing to or by using the Service, You agree to be bound by all of the terms and conditions set out in this Schedule. All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

1. **Definitions.** For the purposes of this Schedule, the following definitions apply:

“Brainstorm” means BrainStorm, Inc. or any of its Affiliates.

“Quickhelp Subscription Agreement” means the latest version of Quickhelp Subscription Agreement applicable to You, including all policies, terms and agreements referenced therein. Current version of the Quickhelp Subscription Agreement is attached hereto as Schedule A.

2. **Quickhelp Subscription Agreement.** By subscribing to the Services, You (i) acknowledge and agree that the Service is licensed to You by BrainStorm and that Provider’s ability to provide Service to You is contingent upon your acceptance and continued compliance with certain BrainStorm terms and conditions, including the Quickhelp Subscription Agreement; and (ii) agree to the Quickhelp Subscription Agreement and all other policies, terms and agreements referenced therein, and which Provider does not have authority to vary, alter or amend. If BrainStorm updates the Quickhelp Subscription Agreement, You must accept the updated version of the Quickhelp Subscription Agreement upon Your subscription renewal to the Service, or upon the purchase of any new subscription to the Service. If You do not accept the terms of the Quickhelp Subscription Agreement, You may not subscribe to, access or use the Service.

3. **Service Availability Warranty.** Provider does not make any service level commitments in connection with the Service.

4. **Limitation of Liability.** You acknowledge and agree that: (i) the obligations and liabilities of Provider are limited at all times by the terms of the Agreement and the scope of the Services provided by Provider under the Agreement; (ii) Provider is not responsible for the Services provided to You under the Quickhelp Subscription Agreement and for BrainStorm’s compliance with the terms and conditions of the Quickhelp Subscription Agreement; (iii) BrainStorm has the right to disable or terminate the Service for legal or regulatory reasons, or as per the terms and conditions outlined in the Quickhelp Subscription Agreement. In the event of such a disablement or termination by BrainStorm, You will not have any claim against Provider for damages or lost profits resulting from any such disablement or termination and Provider will be entitled to invoice You for the Services that the You ordered prior to any such disablement or termination.
QUICKHELP SUBSCRIPTION AGREEMENT

This QuickHelp Subscription Agreement (this “Agreement”), is entered into by and between BrainStorm, Inc., a Delaware corporation, with principal offices at Ten South Center Street, American Fork, Utah 84003 ("BrainStorm"), and you (the “Customer”). Customer and BrainStorm each may be referred to individually as a “Party” or collectively as the “Parties.” This Agreement is effective as of the date upon which Customer your Reseller provisions your Subscription (the “Effective Date”).

1. Service. For the purpose of this Agreement, the “Service” is and shall refer to the online, cloud-based QuickHelp™ software application and electronic instructional content provided by BrainStorm via the website https://www.quickhelp.com. “Reseller” means an entity authorized by BrainStorm to resell Software licenses and engaged by Customer to provide assistance and technical support with your Service subscription. “Users” means any person you permit to access the Service or otherwise use the Service.

   a. Provision of the Service. Subject to the terms and conditions of this Agreement, BrainStorm shall make the Service available to Customer via the Internet during the Term. Customer agrees that its purchase of a subscription to the Service is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by BrainStorm regarding future functionality or features.

   b. Updates to the Service. Customer understands that the Service includes certain training content and that the technology covered by the training content is constantly changing. Accordingly, Customer acknowledges that BrainStorm may make changes to the Service, at any time and without notice to Customer.

2. Customer Responsibilities. Customer shall (i) be responsible for Users’ compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify BrainStorm promptly of any such unauthorized access or use and (iii) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations. Customer shall not (a) make the Service available to anyone other than Users, (b) sell, resell, rent or lease the Service (except as expressly authorized in writing by BrainStorm), (c) interfere with or disrupt the integrity or performance of the Service or any content contained therein, or (d) attempt to gain unauthorized access to the Service or the underlying systems or networks. Customer may not use the Service if Customer is, or is affiliated with, a direct competitor of BrainStorm.


   a. Ownership of the Service and Intellectual Property. All rights, title and interest in and to the Service (including any updates or upgrades thereto [if any] provided through this Agreement or in connection with a separate support or maintenance agreement), including all worldwide intellectual property rights therein, shall remain with BrainStorm or its licensors, resellers, distributors and/or suppliers, as the case may be. No title to or ownership of the Service is transferred to Customer because the Service is licensed to Customer, not sold. BrainStorm may make changes to the Service at any time without notice, and except as otherwise expressly set forth herein, is not obligated to support, maintain, upgrade or update the Service. Except as otherwise expressly provided herein, BrainStorm grants no express or implied right under any BrainStorm patent, copyright, trademark, or other intellectual property right. Customer acknowledges that the Service constitutes proprietary information and trade secrets of BrainStorm or its licensors, resellers, distributors and/or suppliers, whether or not any portion thereof is or may be the subject of a valid copyright, trademark or patent. Customer shall maintain all information and data contained in the Service or any portion thereof in strict confidence and shall not publish, use, communicate or disclose, or permit to be published, used, communicated or disclosed, to third parties such information and data without BrainStorm’s prior written consent.

   b. Restrictions. Customer shall not (i) permit any third party to access or use the Service except as permitted herein, (ii) create derivative works based on the Service, (iii) copy, frame, mirror or otherwise distribute any part or content of the Service, (iv) reverse engineer the Service or (v) access the Service in order to (a) build a competitive product or service, or (b) copy any content, features, functions or graphics of the Service.
c. **Suggestions.** BrainStorm shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Service.

d. **Indemnification for Unauthorized Use.** Customer agrees to defend, indemnify, and hold BrainStorm harmless from and against any and all claims arising out of Customer’s unauthorized use of the Service or other breach of this Agreement.

e. **Updates to the Service.** Customer understands that the Service includes certain training content and that the technology covered by the training content is constantly changing. Accordingly, Customer acknowledges that BrainStorm may provide updates and upgrades, if any, to Customer on the same basis that BrainStorm provides updates and upgrades to its other customers, in BrainStorm’s sole discretion, and at any time and without notice to Customer.

4. **Customer Content.** The Service contains interactive features that allow Customer to post, upload, submit, publish, display or transmit data, text, information, images, audio and video clips, works of authorship and other content, whether originally created or provided by the Customer (“Customer Content”) on or through the Service and that allow BrainStorm to deliver the Customer Content back to Customer and its Users. Customer Content shall not include any Content prepared or created by or for BrainStorm or that is originally provided to Customer by BrainStorm. Customer is responsible for any Customer Content submitted or contributed to the Service by any of its Users, and Customer is fully responsible for such content, including its legality, reliability, accuracy, and appropriateness. BrainStorm is not responsible or liable for the content or accuracy of any Customer Content posted by Customer or any of its Users.

a. **Reservation of Rights; License to Use.** By providing Customer Content to BrainStorm via the Service, Customer represents and warrants that Customer, or its licensors, own or control all rights in and to the Customer Content and that Customer has the right to grant the licenses granted below to BrainStorm. Except for the Customer Content, as between the parties, BrainStorm and its licensors own and retain all rights, title and interest in and to all other content created, submitted, uploaded, posted or displayed by, to, on or through the Service. Customer hereby grants to BrainStorm a worldwide, assignable, sublicensable, royalty-free, irrevocable, perpetual license to display, perform, reproduce, distribute, transmit, create Derivatives of, provide User access to, and otherwise use the Customer Content and any Derivatives in order to perform its obligations under this Agreement. For purposes of this Agreement, the term "Derivatives" of any subject matter shall mean and include, without limitation, all derivatives, enhancements, extensions, improvements, modifications, new products and the like, that to any extent incorporate or are based on or related to any portion of that subject matter.

b. **Restrictions.** Customer agrees not to upload any Customer Content to the Service that (i) violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or Service to and from the U.S. or other countries), including but not limited to, copyright and trademark laws, (ii) does not comply with the Content Standards, (iii) introduces any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful or (iv) attempts to gain unauthorized access to any parts of the Service, or otherwise interferes with the proper working of the Service.

c. **Content Standards.** Customer Content must not (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, (ii) promote or contain any sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement, (v) be likely to deceive any person, (vi) promote any illegal activity, or advocate, promote, or assist any unlawful act, (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person, (viii) impersonate any person, or misrepresent Customer’s or any User’s identity or affiliation with any person or organization, (ix) involve commercial activities, advertising or sales, such as contests, sweepstakes and other sales promotions or (x) give the impression that the Customer Content emanates from or is endorsed by BrainStorm or any other person or entity. The foregoing restrictions are collectively referred to as the “Content Standards.”
d. **Violations.** Violations of this Section 5 may, at BrainStorm’s sole discretion, result in the suspension of Customer’s access to the Service or termination of this Agreement entirely.

5. **Third-Party Service.** BRAINSTORM DOES NOT WARRANT NON-BRAINSTORM SOFTWARE, SERVICES OR PRODUCTS. ANY AND ALL SUCH PRODUCTS THAT MAY BE DISTRIBUTED WITH THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND CUSTOMER’S INSTALLATION AND USE THEREOF, AND ANY RELATED WARRANTY SERVICE, IS SUBJECT TO THE APPLICABLE THIRD-PARTY WARRANTY, IF ANY.

6. **Limited Warranty.** BrainStorm warrants that the operation of the Service, as provided by BrainStorm, will substantially conform to BrainStorm’s published documentation for the Service; provided, however, that BrainStorm shall not be liable under these limited warranties if the Service has been modified or altered by anyone other than BrainStorm, if the Service has been abused or misapplied. If a reproducible defect under the warranty in this Section 6 is reported by Customer, Customer shall promptly notify BrainStorm, and BrainStorm shall, in its sole discretion, either use its commercially reasonable efforts to resolve the nonconformity or refund the prepaid fees paid by Customer for the unused portion of the Term.

7. **NO OTHER WARRANTIES.** CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS INDEPENDENTLY VERIFIED THAT THE SERVICE IS APPROPRIATE FOR THE PURPOSES FOR WHICH CUSTOMER INTENDS TO USE IT, AND THAT CUSTOMER DID NOT RELY UPON ANY SKILL OR JUDGMENT OF BRAINSTORM OR ITS LICENSORS, RESELLERS, DISTRIBUTORS AND/OR SUPPLIERS, AS THE CASE MAY BE, IN SELECTING THE SERVICE. THE LIMITED WARRANTIES IN SECTION 6 ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES, AND BRAINSTORM’S ONLY WARRANTY LIABILITIES, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE. THE FOREGOING LIMITED WARRANTIES DO NOT APPLY TO UPDATES, UPGRADES, OR SUPPORT; WHICH, IF PROVIDED, ARE PROVIDED “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRAINSTORM AND ITS LICENSORS, VENDORS AND/OR SUPPLIERS DISCLAIM ANY AND ALL EXPRESS, IMPLIED, OR OTHER WARRANTIES, CONDITIONS OR TERMS OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, NON-INFRINGEMENT, COMPATIBILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED THROUGH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT. ANY EXPRESS WARRANTY MADE OUTSIDE OF THIS AGREEMENT IS EXCLUDED AND SUPERSEDED. BRAINSTORM DOES NOT WARRANT THAT THE SERVICE SHALL SATISFY CUSTOMER’S REQUIREMENTS OR (WITHOUT PREJUDICE TO THE LIMITED WARRANTY ABOVE) THAT IT IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF SHALL BE UNINTERRUPTED OR ERROR FREE.

8. **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL BRAINSTORM, OR ANY OF ITS LICENSORS, RESELLERS, DISTRIBUTORS, SUPPLIERS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING, BE LIABLE TO CUSTOMER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF BRAINSTORM OR A BRAINSTORM REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BRAINSTORM’S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO NO GREATER THAN THE AMOUNT OF MONEY PAID TO BRAINSTORM BY CUSTOMER FOR THE SERVICE THAT CAUSED THE DAMAGES. CUSTOMER ACKNOWLEDGES THAT THE LICENSE AND OTHER FEES PAYABLE BY CUSTOMER TO BRAINSTORM HEREUNDER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT BRAINSTORM WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THESE LIABILITY LIMITATIONS APPLY EVEN IF CONTRACTUAL REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IN ADDITION, BRAINSTORM DISCLAIMS ALL LIABILITY OF ANY KIND OF BRAINSTORM’S LICENSORS, RESELLERS, DISTRIBUTORS, AND SUPPLIERS. NO ACTION MAY BE BROUGHT AGAINST BRAINSTORM BY CUSTOMER LATER THAN ONE YEAR FROM THE DATE UPON WHICH THE EVENTS GIVING RISE TO SUCH ACTION OCCUR.

9. **Nondisclosure.** Customer agrees that the Service and all code, inventions, algorithms, know-how and ideas it obtains from BrainStorm and all other business, technical and financial information it obtains from BrainStorm are the confidential property of BrainStorm and its licensors ("Confidential Information"). Except as expressly and unambiguously allowed hereunder, Customer will hold in confidence and not use or disclose any of BrainStorm’s Confidential Information and shall bind its Users to similar restrictions. Customer’s obligations under this Section 9 shall not apply to information it can document is generally available to the public (other than through a breach of this Agreement).
10. **Copyrights, Trademarks, and Patents.** The Service, including any third-party service which may be included therein, is copyrighted and protected by the laws of the United States and other countries, and by international treaty provisions. In no circumstance may Customer remove any copyright notice from the Service. “QuickHelp” is either a registered trademark or trademark of BrainStorm in the United States and/or other countries. One or more patents, as well as other patent pending technology, may apply to the Service.

11. **Injunctive Relief.** Customer hereby expressly agrees that BrainStorm, in addition to any other rights or remedies that BrainStorm may possess, shall be entitled to injunctive and other equitable relief (including specific performance) without having to post bond or other security to prevent a material breach or continuing material breach of this Agreement.

12. **Audit.** Customer shall permit BrainStorm or its agents, at BrainStorm’s expense, to conduct audits to verify Customer’s compliance with this Agreement. Such audits shall be conducted during normal business hours and after reasonable advance notice from BrainStorm to Customer.

13. **Survival.** Sections 2–5, 7–20 and 22 of this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever.

14. **GOVERNING LAW; SUBMISSION TO JURISDICTION AND VENUE.** THIS AGREEMENT AND ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH AND THE UNITED STATES OF AMERICA, EXCLUDING ITS PRINCIPLES OF CONFLICT OR CHOICE OF LAWS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY UTAH STATE COURT OR UNITED STATES FEDERAL COURT, IN EITHER CASE SITTING IN UTAH OVER ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH SUIT, ACTION OR OTHER PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS. REGARDLESS OF THE APPLICABLE GOVERNING LAW, CUSTOMER AND BRAINSTORM AGREE TO EXCLUDE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. TO THE EXTENT PERMITTED UNDER THE APPLICABLE LAW, BRAINSTORM MAY BRING AN ACTION IN ANY JURISDICTION FOR THE PURPOSE OF: (A) ENFORCING A JUDGMENT OR (B) PROTECTING BRAINSTORM’S INTELLECTUAL PROPERTY RIGHTS. In the event that a party hereto who is required to engage the services of legal counsel to enforce the terms and conditions hereof against the other is successful in doing so, such party shall be entitled to the reimbursement by the other party of all reasonable attorneys’ fees and court costs incurred by the successful party.

15. **Service Supplied to the Government.** The Service is a “commercial item,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Service by the U.S. government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein.

16. **Export Law Assurances.** Customer shall not export or re-export, or allow the export or re-export of the Service or any copy, portion or direct product of the foregoing, in violation of any export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority.

17. **Severability.** If any provision in this Agreement shall be found or be held to be invalid, unenforceable, or in conflict with applicable law in any jurisdiction in which this Agreement is being performed, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity, unenforceability, or conflict, and all other provisions of this Agreement shall remain unaffected.

18. **Waiver.** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by such party of any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement or failure to perform by the other party shall not operate or be construed as a further or continuing waiver of such breach or failure to perform or as a waiver of any other or subsequent breach or failure to perform. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law.
19. **Assignment.** Customer may not assign, sublicense, or transfer this Agreement, the Service, any right to maintenance and/or support, if any, or any rights or obligations hereunder without prior written consent of BrainStorm. Any such purported assignment, sublicense, or transfer shall be null and void. BrainStorm may terminate this Agreement in the event of any such attempted assignment, sublicense, or transfer upon written notice to Customer.

20. **Publication.** Customer hereby consents to BrainStorm’s written and oral disclosure of Customer’s name as an end user of the Service in a factual listing of BrainStorm’s customers to be published within marketing and promotional materials, in presentations, on tradeshow signs and materials, on BrainStorm’s external website and/or to financial and industry analysts.

21. **Entire Agreement; Amendment.** This Agreement, together with all applicable Order Forms (which are hereby incorporated herein by reference), sets forth the entire understanding and agreement between Customer and BrainStorm relating to subject matter hereof. No BrainStorm, distributor, dealer, retailer, reseller, sales person, or employee is authorized to modify this Agreement or to make any warranties, representations, or promises that are different from, or in addition to, the warranties, representations or promises expressly set forth in this Agreement, and BrainStorm is not obligated under any other agreements, unless in writing and signed by an authorized representative of BrainStorm. Any terms and conditions of any Customer Order Form, agreement or other document submitted by Customer in connection with the Service that are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on BrainStorm and are ineffective to the extent that they conflict with the terms and conditions of this Agreement. This Agreement may not be modified or amended except in a writing agreed to by both parties.

22. **Notices.** All notices, requests and other communications to any party hereunder will be in writing and will be given to such party at its address stated in the invoice issued by BrainStorm to Customer.