

# OnePlan Solutions Terms of Use

Welcome to OnePlan! Our mission is creating progress through technology that lifts the human condition, which we are accomplishing by building an ecosystem for people to learn, teach, and connect. When you visit, view, use, or access our website [www.oneplan.ai](http://www.oneplan.ai), and any applicable subdomains thereof, or any applications, mobile applications, functionalities, content, materials, Interactive Features, or other online services provided by OnePlan (collectively, the "Site"), whether as a guest or a registered user, you're agreeing to the following terms and conditions, so please take a few minutes to read over the Terms of Use below.

## 1. Introduction

These Terms of Use, as may be amended from time to time, together with any documents, policies, or terms they incorporate by reference (collectively, these "**Terms of Use**"), are entered into by and between you and OnePlan Solutions, LLC, a California limited liability company or its subsidiaries including OnePlan Solutions Canada (hereafter referred to as "**OnePlan**", "**we**", "**us**" or "**our**"). For purposes of these Terms of Use, "**you**" includes, individually and collectively, you (the user or Customer) and any individual, affiliate, or Business User that is visiting, viewing, using, or accessing the Site under your Plan. To the extent that you have entered into an enterprise license agreement, master sales order, master services agreement, or other written agreement fully executed and signed by an authorized representative of OnePlan that contains terms that directly conflict with any terms of these Terms of Use, then the conflicted terms set forth in such other agreement will control.

You acknowledge and agree that by (i) visiting, viewing, using, or accessing the Site, (ii) clicking "Agree", "Purchase", "Submit", or similar links, or (iii) signing or confirming a Sales Order or other agreement incorporating these Terms of Use, that you have read, understand, and agree to be bound by these Terms of Use, irrespective of whether you are a guest or a registered user of the Site. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT ACCESS OR USE THE SITE. ONEPLAN'S ALLOWANCE OF YOUR USE AND ACCESS TO THE SITE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, TO THE EXCLUSION OF ALL OTHER TERMS.

## 2. Privacy Policy

Your privacy is important to us, and we are committed to protecting your personal information. Any personal information submitted in connection with your use of the Site is subject to our privacy policy found at <http://www.oneplan.ai/privacy> (the "Privacy Policy"), which is hereby incorporated by this reference.

## 3. Confidentiality

Certain disclosed information is confidential, trade secret, or proprietary in nature. This includes, but is not limited to, your data, the Software's Source Code, the detailed workings of each major function of the Software, compilation of the major functions, technical design, your internal data formats and database, and calculation routines (the "Confidential Information"). OnePlan agrees

to not use (or permit use of) Confidential Information for any purpose other than as permitted by this Agreement. In any case, OnePlan may not use (or permit use of) any Confidential Information for the purpose of competing with you. OnePlan may disclose the Confidential Information, if necessary, in the reasonable and written opinion of OnePlan's attorney, to comply with any law or order of a court of competent jurisdiction after giving prompt notice to you and cooperating with your efforts to avoid the requirement to disclose the Confidential Information. OnePlan agrees to safeguard the Confidential Information with a degree of care commensurate with reasonable standards of industrial security for protection of this information, and in any event, with the standards the OnePlan uses to protect its own most confidential information.

#### 4. OnePlan Subscription Plans

(a) Plan Scope. The scope, features, and price of your access to the Site is determined by the subscription plan and account type you register for, purchase, order, renew, or change into (each, a "Plan") - to review the scope, features, and price associated with OnePlan's Plans. Whether such registration, purchase, order, renewal, or change happens through the Site's checkout or account settings functionalities, through a Free Trial, Team Trial, Pilot, or Company Partnership, by execution or confirmation of a Sales Order, or with or without the assistance of OnePlan's sales or support teams (all such methods, collectively, "Checkout"), your use of and access to the Site is expressly conditioned upon timely payment of the applicable License Fee associated with your Plan and governed by these Terms of Use.

For purposes herein, "License Fee" means the Individual License Fee, all forms of the Business License Fee (e.g., Professional License Fee, or Enterprise License Fee), or the Company Partnership License Fee (if any), as applicable. We reserve the right to increase or decrease any License Fee at any time; however, to the extent you have paid your License Fee in advance, the increase or decrease will not become effective for your Plan until the end of your current subscription term or your next renewal.

For purposes herein, "Payment Method" means the Individual Payment Method or the Business Payment Method, as applicable.

(b) Payment Method.

(i) You may edit your Payment Method information by visiting our website and clicking on the "Account" link, available at the top of the pages of the OnePlan website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see Cancellation Policy in Section 10 below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. We may update your Payment Method with information provided by the applicable payment service provider, and you authorize us to continue to charge the applicable License Fee to the updated Payment Method. Check with your Payment Method service provider for more details.

(ii) When you select or purchase a Plan, begin a Free Trial, Team Trial, or Pilot, or otherwise provide or add any form of Payment Method to Checkout or your account, your bank may reserve the funds necessary or place a small authorization hold until the transaction processes or the authorization hold expires, but this is not the actual charge. The authorization will be removed from your account according to the policies of your bank; and as such, to remove an authorization, please contact your bank to clarify how long they hold authorizations for online orders.

(iii) Depending on where you transact with us, the type of Payment Method used, and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices because of exchange rates and other OnePlan-provided geographic-specific pricing. We do not support all payment methods, currencies, or locations for payment. If your payment method fails, or if your account is past due, we may collect fees owed using other collection mechanisms—this may include charging other payment methods on file with us or retaining collection agencies and legal counsel, the fees and cost of which you hereby agree to pay. Notwithstanding anything to the contrary, your obligation to pay fees continues through the end of your applicable subscription term and regardless of whether you cancel your Plan during such term.

#### 4.1 Individual Plan

(a) Individual License. If you choose or purchase a OnePlan individual subscription plan during Checkout (an "Individual Plan"), OnePlan grants you, and you alone, a non-exclusive, non-transferable license ("Individual License") to use the Site for the subscription term length set forth during Checkout (the "Initial Individual Term") in strict accordance with these Terms of Use. If you purchase a "monthly" plan, your Initial Individual Term is one month from the date of purchase, whereas the purchase of an "annual" plan results in a one year Initial Individual Term. Any renewal of the Initial Individual Term (or a Renewal Individual Term), whether such renewal occurs by way of your Automatic Individual Renewal, Checkout, or otherwise, shall be deemed a "Renewal Individual Term", and together with the Initial Individual Term, the "Individual Term", as applicable.

(b) Individual License Fee. OnePlan's grant of the Individual License is expressly conditioned on timely payment of the then-applicable license fee for the Individual Plan in the amount and on the billing frequency (e.g., monthly, annually) selected and set forth during Checkout ("Individual License Fee"). We may include a separate charge for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind, other than taxes on OnePlan's income, imposed by any federal, state, or local governmental entity on any amounts payable by you under these Terms of Use. We will remit taxes collected, if any, to the appropriate taxing authority.

(i) Automatic Individual Renewal. BY REGISTERING FOR, SUBSCRIBING TO, OR PURCHASING AN INDIVIDUAL PLAN AND PROVIDING BILLING INFORMATION DURING CHECKOUT, YOU GRANT US AND OUR AUTHORIZED THIRD-PARTY PAYMENT PROCESSOR(S) THE RIGHT TO PROCESS PAYMENT FOR YOUR INDIVIDUAL LICENSE FEE VIA THE DEBIT CARD, CREDIT CARD, OR PAYPAL® ACCOUNT YOU PROVIDED DURING CHECKOUT OR MAINTAIN ON YOUR ACCOUNT

(your "Individual Payment Method"). YOU UNDERSTAND AND AGREE THAT AT THE END OF EACH INDIVIDUAL TERM WE WILL AUTOMATICALLY RENEW YOUR INDIVIDUAL PLAN FOR THE SAME LENGTH OF TERM AND PROCESS YOUR INDIVIDUAL PAYMENT METHOD FOR PAYMENT OF THE INDIVIDUAL LICENSE FEE AT THE THEN-APPLICABLE PRICE FOR AN INDIVIDUAL PLAN (said process, "Automatic Individual Renewal"). If you choose to be billed "monthly", we will process your Automatic Individual Renewal on or near the same day of each month. If you choose to be billed "annually", we will process your Automatic Individual Renewal on or near the same day of each year. If payment is not received within such time period, or if we are unable to renew your Individual Plan based on inaccurate or outdated Individual Payment Method information, we may suspend or terminate your Individual Plan, in our sole discretion. For Individual Plans, there is no ability to disable Automatic Individual Renewal other than cancellation (see Section 10(b)). Please visit <http://support.oneplan.com> for more details on Automatic Individual Renewal.

(ii) Individual Plan Refund Policy. All portions of the Individual License Fee, whether paid monthly or annually, are completely non-refundable. Exceptions for extenuating circumstances may be considered by emailing [support@oneplan.ai](mailto:support@oneplan.ai); however, we are in no way required to refund you any portion of the Individual License Fee.

## 4.2 Business Plans

(a) Business License(s). If you choose or purchase a OnePlan business subscription plan during Checkout or in a separate OnePlan-provided sales order (each, a "Sales Order"), which includes any of the business plan offerings set forth on the Plan Page (e.g., Professional, Enterprise) (each, a "Business Plan"), OnePlan grants you a non-exclusive, non-transferable license ("Business License") to use the Site for the subscription term length set forth during Checkout or a Sales Order (the "Initial Business Term") in strict accordance with these Terms of Use. Any renewal of the Initial Business Term (or a Renewal Business Term), whether such renewal occurs by way of your Automatic Business Renewal, Checkout, a renewal Sales Order, or otherwise, shall be deemed a "Renewal Business Term", and together with the Initial Business Term, the "Business Term", as applicable.

(b) Individual Business Subscriptions. The Business License allows a specific number of your employees or affiliate employees to register as OnePlan users (each, a "Business User") and receive access to the Site by way of your Business License. Each Business User must be designated by the business purchasing the Business License or by such business's designated Plan Manager, after which each Business User will be provisioned unique Account Information to register for a OnePlan account and receive access to use the Site through an individual single-use business subscription (an "Individual Business Subscription"). Each Individual Business Subscription is to be used solely by the named Business User and for the internal purposes of the business provisioning the Business License. Each Individual Business Subscription may not be shared amongst Business Users nor may it be shared amongst multiple employees, affiliate employees, contractors, agents, or other individuals.

(c) Business License Fee. OnePlan's grant of the Business License is expressly conditioned on timely payment of the then-applicable annual license fee in advance for all Individual Business

Subscriptions on or added to your Business Plan in the amount and on the billing frequency set forth during Checkout or in a Sales Order (individually, and collectively, the "Business License Fee").

(i) Payment by Debit or Credit Cards, PayPal®, or Third Parties. By registering for, subscribing to, or purchasing a Business Plan and providing billing information during Checkout or otherwise, you grant us and our authorized third-party payment processor(s) the right to process payment for your Business License Fee via the debit card, credit card, PayPal® account, third-party payment provider, or reseller you provide, authorize, or maintain on your Business Plan account (individually, and collectively, "Business Payment Method").

(ii) Payment by Invoice. If you choose to be invoiced during Checkout (or choose to have a third-party payment provider or reseller be invoiced on your behalf) rather than using a Business Payment Method, your Business License Fee will be billed as of the effective date of the subscription start date set forth during Checkout or a Sales Order. You hereby agree the Business License Fee is due as of the date of any OnePlan invoice, payable within thirty (30) days of said date.

(iii) Automatic Business Renewal. Unless otherwise set forth in a Sales Order or you opt not to renew at least 30 days before the subscription expires, YOU UNDERSTAND AND AGREE THAT AT THE END OF EACH APPLICABLE BUSINESS TERM WE WILL AUTOMATICALLY RENEW YOUR BUSINESS PLAN (INCLUDING ALL INDIVIDUAL BUSINESS SUBSCRIPTIONS ON YOUR BUSINESS PLAN) FOR THE SAME LENGTH OF TERM AND PROCESS YOUR BUSINESS PAYMENT METHOD OR INVOICE FOR PAYMENT OF THE APPLICABLE BUSINESS LICENSE FEE FOR THE RENEWAL BUSINESS TERM AT THE THEN-APPLICABLE PRICE FOR A BUSINESS PLAN.

By way of example, if you select 10 Individual Business Subscriptions under a 1-year Business Plan during Checkout beginning January 1, 2017, we will process your Business Payment Method or invoice you for the 1-year cost of 10 Individual Business Subscriptions on the date of your Checkout. Your 10 Individual Business Subscriptions will expire on December 31, 2017, and unless you notify us at least 30 days prior to December 31, 2017, we will renew your Business Plan on or around January 1, 2018, for one year and on or around January 1st each year thereafter for 10 Individual Business Subscriptions at the then-applicable price for such subscriptions.

If, however, you select 25 Individual Business Subscriptions under a 2-year Business Plan during checkout beginning January 1, 2017, we will process your Business Payment Method or invoice you for the 2-year cost of 25 Individual Business Subscriptions on the date of your Checkout. Your 25 Individual Business Subscriptions will expire on December 31, 2019, and unless you notify us at least 30 days prior to December 31, 2019, we will renew your Business Plan for an additional two years on or around January 1, 2020, and on or around January 1st every two years thereafter for 25 Individual Business Subscriptions at the then-applicable price for such subscriptions.

(iv) Suspension Because of Nonpayment. If payment is not received within the required time period, or if we are unable to renew your Business Plan based on inaccurate or outdated Business Payment Method information, and written warning was sent to Customer allowing it 30

days to cure such breach, we may suspend your access to the Site (including all of your Business Users' access) until payment is received. In the event we suspend your Business Plan because of nonpayment, no additional time will be added to the then-applicable Business Term.

(v) Taxes. The Business License Fee is exclusive of taxes. When processing your Business Payment Method or invoicing, we may include a separate charge for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind, other than taxes on OnePlan's income, imposed by any federal, state, or local governmental entity on any amounts payable by you under these Terms of Use or any Sales Order. We will remit taxes collected, if any, to the appropriate taxing authority.

(d) Additional Subscriptions. As a Business Plan subscription holder, you or your Plan Manager may purchase additional Individual Business Subscriptions during the Initial Business Term or any Renewal Business Term, as applicable. The Business Users' access to the Site by way of the new subscriptions is conditioned upon timely payment of the applicable Business License Fee for each Individual Business Subscription added, which will be prorated for the number of days remaining in your then-current Business Term and paid by your Business Payment Method on file (or invoice), as selected during Checkout.

(e) Designation of Business Users. As a Business Plan subscription holder (depending on your Plan), you may designate one or more of your employees to act as plan manager(s) (each, a "Plan Manager") with regard to your Business Plan. Any Plan Manager you authorize will have the ability to purchase Individual Business Subscriptions and assign and authorize them to your Business Users via the Site's Business Plan administrative functionalities. If your Plan requires it, or if you desire, we can assign and authorize Individual Business Subscriptions after your purchase so long as you provide us with the first name, last name, and email address of the individuals that will be your Business Users entitled to access the Site subject to these Terms of Use. Contact your designated OnePlan Sales Representative or sales@OnePlan.com for more details.

(f) Individual Business Subscription Transfers. You acknowledge and agree that the Individual Business Subscriptions granted under these Terms of Use, via Checkout, and under each Sales Order are specific to the individual Business Users you designate. Except as set forth in a Sales Order, the Individual Business Subscriptions granted under these Terms of Use you may not reassign a subscription on a short-term basis (i.e., within 90 days of the last assignment). You may reassign a subscription on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of a subscription for any other purpose must be for the remaining term of that subscription. When you reassign a subscription from one device or user to another, you must block access and remove any related software from the former device or from the former user's device. You will take all commercially reasonable steps to prevent your Business Users from granting access to the Site to any other individuals.

### 4.3 Free Trial / Team Trial / Pilot Subscription Plans

Your subscription plan may begin with a free trial (for individuals) ("Free Trial"), a free team trial (for businesses that checkout online) ("Team Trial"), or a free or paid pilot (for businesses that

checkout through a sales-guided process) (“Pilot”). The length of your Free Trial, Team Trial, or Pilot will be set out during Checkout; however, we reserve the right, in our absolute discretion, to determine your eligibility for a Free Trial, Team Trial, or Pilot, and to withdraw or to modify your Free Trial, Team Trial, or Pilot at any time without prior notice and with no liability. As a Free Trial, Team Trial, or Pilot user, you acknowledge and agree that your use and access, and the use and access of your Business Users, of the Site is subject to these Terms of Use.

(a) Free Trial (Individuals). As a Free Trial user, you agree to provide your Individual Payment Method during Checkout before beginning your Free Trial. We will not process your Individual Payment Method for payment of your Individual License Fee during your Free Trial (however you may see an authorization—see Section 4); however, on the first day following the end of your Free Trial we will convert your Free Trial into a paid Individual Plan and process your Individual Payment Method for your Individual License Fee on the billing frequency chosen during Checkout, which will also place your account from that date forward into Automatic Individual Renewal practices. By providing your Individual Payment Method details in conjunction with your Free Trial registration, you agree to these charges and practices. If you do not wish to be charged, you must cancel your Free Trial before the end of your Free Trial; and upon cancellation of your Free Trial your access to the Site will terminate immediately.

(b) Team Trial (select number of Business Users). A free Team Trial is provisioned through an online Checkout for a select number of Business Users (e.g., not to exceed 10 Business Users). You agree that you and your Business Users’ use of the Site during the Team Trial is governed by these Terms of Use. In order to choose a free Team Trial during Checkout you must enter a valid Business Payment Method—we will not charge your Business Payment Method during the Team Trial, nor will we automatically convert your account into a paid Business Plan upon its expiration. However, at the end of your Team Trial (or earlier if you so choose), in order for you and your Business Users to continue using and accessing the Site, you must convert your Team Trial into a paid Business Plan and pay the applicable Business License Fee.

(c) Pilot (larger number of Business Users). A Pilot is provisioned through a sales-guided Checkout only, which may or may not include an applicable license fee for the Pilot depending on the scope, features, and number of Business Users on your Pilot. Unless otherwise set forth during Checkout or a Sales Order, at the end of your Pilot we will not automatically convert your account into a paid Business Plan. However, at the end of your Pilot, in order for you and your Business Users to continue using and accessing the Site, you must convert your Pilot into a paid Business Plan and pay the applicable Business License Fee. You agree that you and your Business Users’ use of the Site during the Pilot is governed by these Terms of Use.

#### 4.4 Company Partnership Plan

Your subscription plan may start with a starter, trial, limited, or full subscription (“Company Partnership Plan”) facilitated through a company or community partnership between a third-party entity and OnePlan (each, a “Company Partner”). The scope and features of the Site content and materials available to you, the length of your Company Partnership Plan, and the license fee (if applicable, and whether paid by you or the Company Partner) will be set out during Checkout—most often through a specific URL dedicated to the Company Partnership

Plan. Together with our Company Partner, we reserve the right, in our absolute discretion, to determine your eligibility for a Company Partnership Plan, and to withdraw or to modify your Company Partnership Plan at any time without prior notice and with no liability. As a Company Partnership Plan user, you acknowledge and agree that your use of and access to the Site is subject to (i) these Terms of Use, and (ii) any other terms and conditions mandated by the applicable Company Partner as set forth in Checkout.

#### 4.5 Oneplan-Acquired Service

If you were migrated to a OnePlan subscription plan due to your subscription to a different content library owned by an entity acquired by OnePlan, including without limitation subscription plans to CodeSchool.com, DigitalTutors.com, or TrainSimple.com (each, a “OnePlan-acquired Service”), the following additional terms and conditions also apply to you:

(a) if the license fee for your subscription for the OnePlan-acquired Service was being automatically renewed prior to OnePlan’s acquisition of such OnePlan-acquired Service, your subscription will be automatically renewed (as set forth in Section 4.1 or 4.2, as applicable) at the current OnePlan subscription rate unless affirmatively cancelled by you (see Section 10).

(b) as a legacy CodeSchool.com or TrainSimple.com customer, you may continue to have access to concurrent login privileges through CodeSchool.com, DigitalTutors.com, or TrainSimple.com throughout your applicable subscription term but only while these legacy platforms exist. We reserve the right to retire these platforms at any time. When the either or both platforms are retired, we will provide you with notice on how your user base will be transitioned to the Site (as applicable).

### 5. Proprietary Materials

(a) Use of OnePlan’s Proprietary Materials. The Site contains copyrighted materials, trademarks, proprietary and confidential information, and intellectual property of OnePlan and licensors of OnePlan (collectively, “Proprietary Materials”), including without limitation source code, video, text, software, photos, graphics, images, music, and sound. You agree not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Materials. Proprietary Materials may only be accessed through the Site, and not by or from any other site or means. The applicable License granted you by these Terms of Use is a right of access through the Site only, and does not grant to you any right to download or store any Proprietary Materials in any medium, other than (i) that downloadable content that may be provided for certain training courses, including exercise files, course slides, and sample code, (ii) files that are automatically cached by your web browser for display purposes, and (iii) if we provide desktop, mobile, or other applications for download, a single copy of such application for your computer or mobile device solely for your own, personal use, provided you agree to be bound by an applicable end user license agreement for such application (collectively, the “Authorized Downloadable Materials”). Authorized Downloadable Materials are held by you pursuant to a limited revocable right only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner.



(b) Reservation of Rights. OnePlan reserves all intellectual property rights to the Proprietary Materials, other than as specifically granted under the applicable License granted you under these Terms of Use. No posting, copying, transmission, retransmission, distribution, redistribution, publication, republication, decompilation, disassembling, reverse engineering, or otherwise reproducing, storing, transmitting, modifying, or commercially exploiting any Proprietary Materials in any form or by any means, for any purpose, is permitted without our express written permission.

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(d) Equitable Relief. You acknowledge that a breach of any proprietary rights described in these Terms of Use may cause us irreparable damage, for which the award of damages would not be adequate compensation. Consequently, you agree that we may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy will be cumulative and not exclusive, and we may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

(e) Third-Party Marks. Other trademarks, service marks, and logos used throughout the Site are the trademarks, service marks, or logos of their respective owners. These may include: Apple®, the Apple logo, and iPad, which are trademarks of Apple Inc., registered in the U.S. and other countries; Android®, Google Play® and the Google Play logo, which are trademarks of Google Inc; and PayPal®, which is a registered trademark of PayPal, Inc.

(f) Violation of Copyright or Intellectual Property Laws. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our sole discretion, remove or disable access to any materials on the Site that we believe (or are notified) may infringe on the rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or otherwise infringes on your intellectual property rights, please report it to us promptly at the applicable address set forth below.

## 6. Mobile and Other Devices

If you use a mobile device or OnePlan-provided mobile application to access the Site, the following additional terms and conditions ("Mobile Terms") also apply:

(a) You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Site. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status, and details.

(b) You understand that wireless service may not be available in all areas at all times and may be affected by product, software, coverage, or service changes made by your service provider or

otherwise. Additional terms and conditions may apply to your use of our mobile applications based on the type of mobile device that you use.

(c) YOUR ACCESS TO OR USE OF THE SITE VIA YOUR MOBILE DEVICE OR ONEPLAN-PROVIDED MOBILE APPLICATION CONFIRMS YOUR AGREEMENT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITING THESE MOBILE TERMS.

## 7. Online Services (Hosting) Terms and Conditions

### 7.1 Service Failure Remedies

#### 7.1.1 Guarantee

The Monthly Uptime Percentage is calculated using the following formula:

$$(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$$

If the OnePlan Service does not achieve 99.95% uptime, OnePlan will provide Customer with a 100x Service Credit (as defined below), pursuant to the provisions, requirements, and limitations of this SLA.

A "100x Service Credit" is a credit equivalent to one hundred (100) times Customer's Service Fees for the duration of the Failure, applied against fees for the Service Element (as defined below) subject to the Failure. (For example, where applicable pursuant to this SLA: a Failure lasting seven (7) hours would result in credit of seven hundred (700) hours of free service; a Failure lasting fifteen (15) minutes would result in a 1500-minute, or 25-hour, credit.) No credit in a given month can exceed 1/12 of annual subscription fees for the impacted Service Element. A "Service Element" is any element or feature of the Service assigned its own price on any OnePlan price list or invoice or on any quote given to Customer. All credits referenced in this SLA are 100x Service Credits.

### 7.2 Limitations

This SLA does not cover (without limitation): (a) network performance to Customer's physical location or internet access point (such as a local DSL/cable modem); or (b) failures due to denial-of-service attacks. Furthermore, all uptime percentages do not include scheduled maintenance periods which will last no longer than (1) hour per week.

### 7.3 Azure Security

OnePlan's products are hosted in Microsoft Azure. Azure infrastructure is resilient to attack, safeguards user access to the Azure environment, and helps keep data secure through encrypted communications as well as threat management and mitigation practices, including regular penetration testing.

[More on Azure Security](#)

## 7.4 Azure Compliance

Azure meets a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, as well as country-specific standards like Australia IRAP, UK G-Cloud, and Singapore MTCS. Rigorous third-party audits, such as by the British Standards Institute, verify Azure's adherence to the strict security controls these standards mandate. You can verify our implementation of many security controls by requesting audit results from the certifying third parties.

[More on Azure Compliance](#)

## 7.5 Monitoring Services

Every OnePlan service is monitored 24 hours a day, 7 days a week, 365 days a year using monitoring services provided by Microsoft Azure. The following services are monitored:

- PING
- Static HTTP
- Processor and Memory Usage
- Hard Disk Usage

If a test fails, a monitoring notification is generated immediately. All notifications are sent directly to the OnePlan network operations team. OnePlan applies the following intervention timeframes after a monitoring alarm for all shared servers:

- Five (5) minutes after alarm during business hours, 8:00 a.m.-6:00 p.m. (PST) Monday to Friday, US statutory holidays excluded.
- Thirty (30) minutes after alarm outside of normal business hours.

## 7.6 Backup Procedures

### 7.6.1 Backup of databases

OnePlan performs incremental database backups using Azure Backup Services geo-replicated storage system. Backups will be stored for 14 days. Daily Snapshot backups will be performed for virtual servers. Snapshots will be stored for 3 days.

## 7.7 Restore Requested by Customer

All backup restores, whether partial or full, cost \$1000 per request. A customer can request a restore by submitting a ticket to OnePlan. The estimated turnaround time for a backup request is about 24-48 hours.

## 7.8 Restore After Disaster Recovery

In the unlikely event of a catastrophic failure of a cluster, a replacement cluster will be brought live within 24hrs, and the most recent backup will be restored on this cluster.

## 7.9 Discontinued Services

In the event that OnePlan chooses to discontinue its online service offering or experiences financial hardship, OnePlan shall 1.) Notify customers 60 days in advance 2.) Deliver all back up and database files to the customer and 3.) Provide a functional environment for 60 days.

## 8. Updates and Future Releases

### 8.1 Bug Fix Process

OnePlan maintains Production and QA environments for code. Any bug fix is implemented into OnePlan QA environment and tested thoroughly before being pushed into Production. All client environments use code from OnePlan's cloud-based Production environment. Any bugs reported by clients are resolved by OnePlan as part of their subscription licensing.

### 8.2 New Feature Releases

New features are periodically added to OnePlan applications. These features follow the same process of release into QA, thorough testing, then release into Production. Clients may choose to use or not enable the new features being added to applications.

### 8.3 Release Schedule

OnePlan maintains a regular schedule of release dates. All bug fixes and new features are released to production code on a pre-announced date, generally every 4 to 6 weeks. Emergency releases will only be deployed pending management approval.

### 8.4 Changes to the Service; Cancellation or Termination

If we cancel a particular service or feature, we will make commercially reasonable efforts to replace it with a comparable service or feature, but we are not obligated to do so. We may cancel or suspend your service or a portion of your service if you materially violate the terms of this contract and written warning was sent to you allowing you 30 days to cure such violation. If we do, your right to use the service will stop right away. Cancellation of the service due to your material violation of the terms of this contract will not change your obligation to pay any charges due on your billing account as mentioned in this Agreement. If we cancel the service without cause, we will refund the unused portion of your service charge for that period on a pro-rated basis.

## 9. Representation, Warranties, And Covenants

(a) Your Representations and Warranties. You represent and warrant that:

- (i) You are (i) 18 years of age or older or an emancipated minor, and (ii) are fully able and competent to form a binding contract with OnePlan by entering into these Terms of Use.
- (ii) You are solely responsible for all service, telephony, data charges, and other fees and costs associated with your access to and use of the Site, including without limitation maintaining all

internet, browser software and extensions, computer hardware, telephone, and other equipment required for such access.

(b) Authority. You and OnePlan each represent, warrant, and covenant that it has the full power and authority to: (i) enter into an agreement subject to these Terms of Use; (ii) perform its obligations hereunder, and that its performance hereunder does not conflict with, limit, or be contrary to any other agreement; (iii) and that by so doing, it does not violate any applicable laws or any contractual relationship.

(c) OnePlan Intellectual Property. We represent, warrant, and covenant that: (i) we have and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with our performance under these Terms of Use to grant you the License and rights granted hereunder; and (ii) neither the Site (including the Proprietary Materials), nor the provision or utilization thereof as contemplated under these Terms of Use, will infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party.

(d) Reliance and Functionality. OnePlan does not warrant that the content or functions of the Site will meet your requirements or that the operation of the Site will be uninterrupted or error free. The content and materials presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from or related to any reliance placed on such materials by you, your Business Users, or any other visitor to the Site, or by anyone who may be informed of any of its contents. The Site (including without limitation our blogs and Interactive Features) may include content provided by third parties, including materials provided by other users, bloggers, or third-party licensors, syndicators, aggregators, and reporting services. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by OnePlan, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of OnePlan. We are not responsible or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

(e) Availability of Site. You recognize that the traffic of data through the Internet may cause delays during your use of or access to the Site, and accordingly, you agree not to hold us liable for delays that are ordinary in the course of Internet use. You further acknowledge and accept that the Site may not be available on a continual 24-hour basis due to such delays, delays caused by our upgrading, modification, or standard maintenance of the Site, or any other delays outside of our control.

(f) Third-party services, links, SSO, OAuth, etc. If any portion of the Site contains services (e.g., discussion forums), links, resources, or materials provided by third parties, including without limitation URL links, discussion forum engines, single-sign on services (SSO), OAuth resources (e.g., Facebook, GitHub, LinkedIn, etc.), or capabilities to share to social media websites, these are provided for your convenience only. This may include links contained on courses or in advertisements, including banner advertisements and sponsored links on the Site. We have no

control over the contents, software, or privacy practices of these third-party services, links, resources, or materials, and accept no responsibility for them or for any loss or damage that may arise from your use of them—if you access or use them, you do so entirely at your own risk.

(g) For any breach of either such warranty, Your exclusive remedy for a breach of Our Warranties shall be as provided in Section above (Indemnification by Us), Section 10. C (i) (Termination for Cause) and Section 4.2. (Business Plans).

## 10. Termination; Cancellation Policy

(a) OnePlan's Rights of Termination. You agree that after written warning was sent and you were given 30 days to cure such breach, we may deactivate your account or terminate your Plan if we believe that you have (a) materially breached these Terms of Use; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted unauthorized User Content; or (d) materially violated or acted inconsistently with these Terms of Use, our Privacy Policy, the Mobile Terms, the Mentoring Terms, the Professional Services Terms, or any other applicable code of conduct. You agree that any such deactivation or termination for the foregoing reasons may be effected subject to the above warning and that OnePlan will not be liable to you or any third party for any deactivation of your account or termination of your Plan.

(b) Individual Plan Cancellation. Your Individual Plan may be cancelled at any time via your user account settings page, by calling +1 866-731-7011 , or by emailing support@oneplan.ai. If you cancel your Individual Plan by any method, your Individual Plan will remain active to the end of your then-current Individual Term to the extent your Individual License Fee is paid and these Terms of Use will continue in effect and will govern such Individual Term until its expiration or earlier termination for cause. If you are dissatisfied for any reason with your Individual Plan subscription, your sole right and exclusive remedy is to terminate your Individual Plan. Other than as set forth herein, we will not offer refunds on any fees or charges related to your Individual Plan—this includes any partially used or unused periods for which you have already paid. Your obligation to pay fees continues through the end of the subscription term during which you cancel your Individual Plan.

(c) Business Plan Termination.

(i) For Cause. Either the business that purchased the Business Plan or OnePlan may terminate the Business Plan or any Sales Order prior to its expiration if the other party materially breaches these Terms of Use or a Sales Order and fails to cure said breach within thirty (30) days after receipt of written notice thereof. Except for instances arising from OnePlan's uncured breach, all fees or charges related to your Business Plan are non-refundable and all unpaid fees are due and payable immediately upon termination.

(ii) For Convenience. A Business Plan may be terminated for convenience by sending written notice (see Section 15(e)) to OnePlan at least thirty (30) days prior to the expiration of the then-current Business Term; however, in the event of any termination for convenience all portions of the Business License Fee are completely non-refundable. With respect to any Business Term still in effect as of the date of such termination for convenience, and upon your request, your Business Plan will remain active to the end of your then-current Business Term to the extent

your Business License Fee has been paid; provided that these Terms of Use will continue in effect and govern such Business Term until its expiration or earlier termination for cause.

(d) You acknowledge and agree that OnePlan may retain and store your information on OnePlan's systems for archival purposes notwithstanding any termination or cancellation of your account or Plan subject to the provisions of Section 3 above.

## 11. Indemnification

(a) Indemnification by OnePlan. OnePlan shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give OnePlan written notice of the Claim; (b) give OnePlan sole control of the defense and settlement of the Claim (provided that we may not settle any Claim unless the settlement unconditionally releases You of all liability and You may not make any admissions or settlements without OnePlan's prior written consent); (c) provide to OnePlan all reasonable assistance, at its expense; and (d) provided that such infringement or misappropriation of any third party's intellectual property rights is not resulting from: (i) Your or Your Users misuse of the Services or the Site; (ii) Your use of the Services together with a Third Party Application or integration; or (iii) from non-compliance by You or Your Users of the terms and conditions contained herein. In the event of a Claim against You, or if OnePlan reasonably believe the Services may infringe or misappropriate, OnePlan may in its discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching OnePlan's warranties, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

(b) Indemnification by You. You will defend, indemnify, and hold OnePlan harmless against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Your alleged or actual use of, misuse of, or failure to use the Software Products, including without limitation: (a) claims by Users or by Your employees, as well as by Your own customers; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Your Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Site or the Software Products through the Account, including without limitation by Your Data, provided however that You shall have no liability or obligation with respect to any losses to the extent that such losses arise out of or result from any unauthorized access to or use, disclosure or other processing of Your Data, including Personal Identifiable Information, by or on behalf of OnePlan, or through or enabled by OnePlan's systems or networks, whether authorized by OnePlan, due to a security breach or otherwise; and (d) claims that use of the Site or the Software Products through the Account harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other

law or restriction on electronic advertising. Indemnified Claims include, without limitation, claims arising out of or related to OnePlan's negligence. You will also indemnify, hold us harmless and defend or settle, at Your own expense, any third party action brought against OnePlan based upon the claim that any modifications to the Services and /or Software or combination of the Services and / or Software with other third party products infringes or violates any third party right; provided, however, that (i) OnePlan shall notify you promptly in writing of any such claim; (ii) OnePlan shall not enter into any settlement without your prior written consent; (iii) you shall have control of any such action and settlement negotiations; and (iv) OnePlan shall provide You with information and assistance to settle or defend such claim. You agree to pay all damages and costs finally awarded against OnePlan attributable to such claim.

(c) Exclusive Remedy. This Section (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

## 12. Limitation Of Liability

(a) For any breach of this Agreement, your exclusive remedy and Our entire liability is, at our option, either the correction of the application errors in the Services and/or Software Products, re-performance of the Services (if the breach arises out of Our Services), or recovery by you of a part of the amount paid hereunder that reasonably relates to the breach, subject to the limitations set out below. OnePlan is not liable for any indirect, incidental, special, consequential, related or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, failure to realize expected savings, or other intangible losses (even if OnePlan has been advised of the possibility of such damages), resulting from your use of the Services and/or Software Products. Notwithstanding anything to the contrary contained herein, to the extent permitted by applicable law, OnePlan's liability to you in connection with any cause of action, costs or damages relating to this Agreement shall not exceed the total fees paid in the 12-month period preceding the event giving rise to the claim.

## 13. Force Majeure

OnePlan shall be relieved from liability for a failure to perform any of its obligations under these terms during such period and to the extent that the due performance is prevented by reason of any circumstance beyond its reasonable control, including but not limited to natural catastrophes, riots, war, civil war, terrorist act, epidemic, pandemic, quarantine, government restrictions, fire, explosion, embargoes, shortage, breakdown, delay or interruption of communication or external networks, changes in laws or regulations, or other circumstances of similar importance ("Force Majeure Event").

## 14. Additional Terms

(a) OnePlan Professional Services. If you engage or utilize any of OnePlan's professional services ("Professional Services"), the Professional Services are governed exclusively by the OnePlan Solutions Master Services Agreement ("MSA").



## 15. Changes to Terms or The Site

(a) Changes to these Terms. We reserve the right to change or modify these Terms of Use, our Privacy Policy, our Master Services Agreement or any documents, policies, or terms they incorporate by reference in our sole discretion and at any time. When you renew or purchase a new subscription to a Service, the then-current terms will apply and will not change during your subscription for that Service. When OnePlan introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), OnePlan may provide terms or make updates to the terms that apply to your use of these new features, supplements or related software. We will take reasonable steps to notify you of any changes or modifications, but you agree to review the Site periodically to be aware of any changes or modifications. Notwithstanding anything to the contrary, your continued use of the Site and any other OnePlan-provided services will be deemed your conclusive acceptance of all such changed or modified terms and conditions.

(b) Changes to the Site. OnePlan may at any time, without notice or liability, change or eliminate any content or feature of the Site or any portion thereof, or restrict the use of any portion of the Site. Your only right with respect to any dissatisfaction with any service-related change or elimination is to cease use of the Site. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any reason.

## 16. General

(a) Non-Waiver. Failure by OnePlan to enforce any provision(s) of these Terms of Use will not be construed as a waiver of any provision or right.

(b) Severability. If any provision of these Terms of Use is found to be illegal, void, or unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions of these Terms of Use.

(c) Governing Law and Jurisdiction. These Terms of Use are governed by and will be construed in accordance with the laws of the State of Utah, without reference to

(i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties,

(ii) the United Nations Convention on Contracts for the International Sale of Goods, or

(iii) other international laws. Should any dispute arise with regard to these Terms of Use, the parties agree to first work in good faith to resolve such dispute, and neither party may commence any action with regard to such dispute until thirty (30) days have passed from the time such party has provided written notice to the other party of the nature of such dispute, provided that nothing herein will prevent us from seeking injunctive relief in the event of your actual or threatened breach of any terms of these Terms of Use.

(d) Dispute Resolution. Should any dispute arise with regard to these Terms of Use, the parties agree to first work in good faith to resolve such dispute, and neither party may commence any action with regard to such dispute until thirty (30) days have passed from the time such party

has provided written notice to the other party of the nature of such dispute, provided that nothing herein will prevent us from seeking injunctive relief in the event of your actual or threatened breach of any terms of these Terms of Use.

(e) Notice. Any notice which may be required to be given under these Terms of Use, will be given:

(i) by OnePlan to you via e-mail to the e-mail address you maintain in your account settings or by notifying you electronically by displaying the notice in the Site;

(ii) by you to us in any commercially reasonable manner, including certified mail, return receipt requested, e-mail, or any other customary means of communication at the applicable mailing address set forth below, as may be updated from time to time. Any notice given otherwise than in accordance with this Section will be deemed ineffective.

(iii) All other feedback, comments, requests for technical support, or other communications relating to the Site should be directed to the OnePlan support team by emailing support@oneplan.ai.

(f) No Agency. Nothing in these Terms of Use will be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor, or employee of the other. Neither OnePlan nor any other party to these Terms of Use has, or may hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other, except as provided for herein or authorized in writing by the party to be bound.

(g) Assignment. We may freely transfer or assign any portion of our rights or delegate our obligations under these Terms of Use. You may not assign or otherwise transfer your rights, obligations, or duties under these Terms of Use, in whole or in part, without our prior written consent, in our sole discretion. Any attempted transfer or assignment of these Terms of Use without the prior written consent of OnePlan will be null and void ab initio. These Terms of Use will be binding upon and will inure to the benefit of the permitted successors and assigns of each party to these Terms of Use.

(h) Miscellaneous. These Terms of Use, our Privacy Policy, the Mobile Terms, together with each Sales Order, the Mentoring Terms, and/or the Professional Services Terms, as applicable, constitute the sole and entire agreement between you and OnePlan with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site. The section titles used herein are displayed for convenience only and have no legal effect. Nothing in these Terms of Use confers any third-party beneficiary rights or remedies. The inclusion of your purchase order number on any Sales Order, invoice, or other OnePlan-provided document is for reference purposes only and is not an acceptance by OnePlan of your terms or conditions contained therein or elsewhere. The terms on any such purchase order or similar document submitted by you to OnePlan will have no effect and are hereby rejected. If any dispute should arise between the parties hereto regarding the terms or subject matter of these Terms of Use or the enforcement or breach of such terms, then the party prevailing in such dispute, whether by out-of-court

settlement or final judicial determination, will be entitled to recover from the non-prevailing party all costs and expenses of such dispute incurred by such prevailing party, including without limitation reasonable attorneys' fees.

## 17. Contact us

Questions or comments regarding these Terms should be submitted to OnePlan by e-mail, phone or certified mail as follows:

Email: [support@oneplan.ai](mailto:support@oneplan.ai)

Phone: +1 866-731-7011

Physical Address:

OnePlan Solutions, LLC  
251 N City Dr., Ste.128F #113  
San Marcos, California, 92078  
Attn: Legal Counsel