



Learning Technology, Business Software & Internet Solutions

TELANIA, INC. ELEAP SERVICE AGREEMENT (ELEAP EXPERTS)

THE FOLLOWING, WHEN ACCEPTED BY YOU, ELEAP COURSE CONTENT PROVIDER, ELEAP EXPERT AND US (I.E. TELANIA, INC. ELEAP™ SERVICE REFERRED TO IN THIS AGREEMENT AS “TELANIA, INC.”, “ELEAP™”, “ELEAP™ SERVICE”, “US” AND “WE”) SHALL CONSTITUTE OUR AGREEMENT. WE ARE A KENTUCKY CORPORATION WITH OFFICES LOCATED AT 845 BARRET AVENUE, LOUISVILLE, KY 40204 AND ARE THE OWNER AND OPERATOR OF THE WEB PAGES AT ELEAPSOFTWARE.COM AND *.2LEAP.COM (COLLECTIVELY THE “ELEAP™ LMS SYSTEM”). PLEASE READ THIS AGREEMENT CAREFULLY. TO CORRECTLY COMPLETE THE ELEAP™ EXPERTS SERVICE SIGN-UP PROCESS, YOU WILL NEED TO HAVE READ AND AGREED TO THE ELEAP™ EXPERTS SERVICE AGREEMENT BY CHECKING THE “I AGREE TO THE ELEAP TERMS” ON YOUR ELEAP EXPERT SIGNUP PAGE. YOU WILL HAVE ENTERED INTO THE FOLLOWING AGREEMENT GOVERNING YOUR USE OF THE ELEAP™ EXPERTS SERVICE, EFFECTIVE THE DATE YOU COMPLETED AND SUBMITTED YOUR ELEAP EXPERTS SIGNUP FORM (“EFFECTIVE DATE”). WE MAY MODIFY THIS AGREEMENT AS FURTHER DESCRIBED IN SECTION 16 BELOW.

1. ACCEPTANCE OF TERMS

Everyone who uses the Service – including free trials or ELEAP EXPERT ACCOUNTS - is bound by this Agreement. This Agreement is between you and Telania, Inc. You may not change, supplement or amend this Agreement in any manner. You agree to use our services in a legally responsible manner, complying with all applicable laws. eLeaP™ Service may amend or supplement this Agreement from time to time with notice to you and your continued use of the Service shall constitute your acceptance of such amendments.

2. DESCRIPTION OF SERVICE

Telania, Inc. will provide to you nonexclusive access to the eLeaP™ Learning Management System Site (the "eLeaP™ LMS Site"), which provides tools to you that will enable you to create, manage and administer online learning and online training course(s) available on a unique subsite of the eLeaP™ LMS Site. You can create, upload, participate in and view learning content data and other interactive learning tools. You can securely create and manage e-learning or training courses to be made available for sale to organizations and individuals.

From time to time new features will be added to the eLeaP™ Service. Such additional features shall be subject to the terms of this Agreement.

3. LICENSE

Telania, Inc. will grant you nonexclusive access to the eLeaP™ Learning Management System Experts' Site (the "eLeaP™ LMS Experts' Site"), which provides tools to you that will enable you to create, manage and sell online learning courses and online training

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course(s) available on a special eLeaP e-Learning Courses Catalog page. Usage Fees and terms (see Section 5.1 below) must be negotiated with eLeaP prior to accessing or placing your courses in the eLeaP e-Learning Courses Catalog page. The eLeaP™ Service is delivered online via the World Wide Web. You will need access to the Internet to be able to access the eLeaP™ Service. You will not access the Service by any means other than through the web interfaces that are provided by Telania, Inc. for use in accessing the Service. The eLeaP™ Service also includes certain telephone, US Mail or Email communications from Telania, Inc. (eLeaP™). For example System maintenance, new feature upgrades, or temporary outages. As part of your eLeaP service you agree receive these communications.

4. REGISTRATION

In order to access the Service and set up your account, you will be asked to provide Telania, Inc. (eLeaP™) with personal and/or organization information. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You must ensure that all uses of your account and password comply with this Agreement. Your password and account may not be shared and you may not permit any other person to use them, other than an authorized Telania, Inc. (eLeaP™) representative.

5. SECURITY

Telania, Inc. (eLeaP™ Service) strives to provide and maintain the highest standards of security.

You agree to (a) immediately notify Telania, Inc. (eLeaP™) of any unauthorized use of your password or account or any other breach of security, and (b) create policies and procedures that ensure that you exit from your account at the end of each session. Telania, Inc. (eLeaP™ Service) cannot and will not be liable for any loss or damage arising from your failure to comply with these security precautions. In consideration of use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself or your organization, and (ii) maintain and promptly update the personal/organization data to keep it true, accurate, current and complete. If Telania, Inc. (eLeaP™ Service) has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Telania, Inc. (eLeaP™ Service) has the right to suspend and/or terminate your account.

All user names and passwords remain the property of Telania, Inc. (eLeaP™) and may be cancelled, changed or suspended at any time by Telania, Inc. (eLeaP™) for violations of this agreement. Telania, Inc. (eLeaP™) is not under any obligation to verify the actual identity or authority of the user of any user name or password.

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6.0 TERM AND TERMINATION

This Agreement commences on the Effective Date and continues until terminated by either Telania, Inc. (eLeaP™) or you (ELEAP EXPERT) with a minimum thirty (30) days written notice.

PAYMENT TERMS

6.1 FEES

Usage Fees

While the eLeaP™ Expert Account Plan does not require you to pay a fee, you will need to negotiate the terms of sale for your content courses with Telania, Inc. (ELEAP)

6.2 TERMINATION

Either party may terminate the Service by giving thirty (30) days written notice. If you choose to cancel the Service, your cancellation will take effect within thirty (30) days. After cancellation, you will no longer have access to your eLeaP™ LMS Site and all information contained therein may be deleted. Telania, Inc. (eLeaP™) accepts no liability for such deleted information or content. Telania, Inc. (eLeaP™) may also terminate this Agreement without notice if you do not provide payment of fees for the eLeaP™ Service.

eLeaP™ may immediately terminate the Service without notice to you by revoking all passwords if you breach, facilitate any breach or permit any breach of this Agreement.

Such termination of the Service may result in the deactivation or deletion of your subsite of the eLeaP™ LMS Site or your access to such subsite, and the forfeiture and relinquishment of all content on your subsite of the eLeaP™ LMS Site.

Telania, Inc. (eLeaP™) may, under certain circumstances and without prior notice, immediately terminate your access to the Service and your eLeaP™ LMS Site. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Agreement, (b) requests by law enforcement or other government agencies, (c) a request by you.

6.3 SURVIVAL

The following provisions will survive any expiration or termination of the Agreement: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17 and 18.

7. ELEAP™ SERVICE PRIVACY POLICY

All information including Registration data is subject to our Privacy Policy. Telania, Inc. (eLeaP™) holds all information obtained from you in strict confidence and will use that information accordingly including contacting Enrollees. You agree not to use the eLeaP™ Service to send SPAM email or in any other manner contrary to this agreement.

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8. OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY

The eLeaP™ Service (including the eLeaP™ LMS Site) may not be used for any purpose not expressly permitted by this Agreement. Your use of the Service (including the eLeaP™ LMS Site) does not transfer to you any ownership or other rights in the Service (including the eLeaP™ LMS Site) or its content. You may not copy, imitate, reproduce, republish, upload, post, transmit, modify, index, catalogue or distribute in any way, in whole or in part, the eLeaP™ Service including the eLeaP™ Websites without expressed written permission from Telania, Inc.

You are responsible for all activity occurring on your eLeaP™ Expert Account and shall abide by all applicable local, state, federal and international laws (including Copyright laws), treaties and regulations in connection with your use of the Service. You will immediately notify Telania, Inc. (eLeaP™) of any breaches of this agreement and unauthorized uses of the account. Telania, Inc. (eLeaP™) is not liable for any loss or damage from your failure, or the Enrollee' failure, to fully comply with this security obligation. Under no circumstances will eLeaP™ be liable, in any way, for any acts of commission or omissions by you, the eLeaP Expert Account Holder, including any damages of any kind incurred as a result of such acts of commission or omissions.

9. ACCOUNT HOLDER/USER/ OBLIGATION & RESPONSIBILITIES

All learning objects including information, data, text, software, music, sound, photographs, graphics, video, messages, evaluations, goods, products, services or other materials posted on the World Wide Web ("Content") are the sole responsibility of the Content originator. Telania, Inc. (eLeaP™ Service) is not responsible for all Content that you upload, post, transmit or otherwise make available via the Service.

Telania, Inc. (eLeaP™) does not control or own the content posted via the Service and, as such, cannot guarantee the accuracy, relevance, integrity or quality of such content.

You hereby agree that you are the owner or validly authorized licensee of all Content provided by you through the Service, and you hereby grant to Telania, Inc. (eLeaP™ Service) a worldwide, non-exclusive license to copy, store, transmit, digitally display and otherwise distribute such content as part of the Service.

While Telania, Inc. is willing to take relevant steps to assist you in preventing offensive, indecent, or questionable content from being copied, uploaded, transmitted or viewed, under no circumstances will Telania, Inc. (eLeaP™) be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service as Telania, Inc. (eLeaP™) does not pre-screen content. Telania, Inc. (eLeaP™) and its staff have the right to remove any Content that violates the spirit or letter of this Agreement.

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10. WARRANTIES AND DISCLAIMERS BY ELEAP™ SERVICE.

(A) THE ELEAP™ SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND USERS/SUBSCRIBER'S USE OF THE ELEAP™ SERVICE IS AT ITS OWN RISK. ELEAP™ DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESSED AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ELEAP™ DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(B) DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES. ELEAP™ DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ELEAP™'S DATA CENTER AND INTERNET PLATFORM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDERS OR SERVICES CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS IN WHICH ELEAP™'S USERS/SUBSCRIBERS' CONNECTIONS TO THE INTERNET (PORTIONS THEREOF) MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH ELEAP™ WILL USE COMMERCIALY REASONABLE REPORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, ELEAP™ SERVICE CANNOT GUARANTEE THAT THEY WILL NOT OCCUR.

ACCORDINGLY, ELEAP™ DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SERVICE. ELEAP™ DOES NOT WARRANT THAT (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

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(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

11. LIMITATIONS OF LIABILITY.

11.1 EXCLUSIONS. IN NO EVENT WILL ELEAP™ BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, USERS/SUBSCRIBER'S BUSINESS OR OTHERWISE, AND ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR SUBSCRIBER'S BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

11.2 LIMITATIONS. ELEAP™, ITS AFFILIATES, EMPLOYEES, OFFICERS AND AGENTS SHALL NOT BE LIABLE TO SUBSCRIBER OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, RESULTING FROM DELAYS OR INTERRUPTIONS OF SERVICE DUE TO MECHANICAL, ELECTRICAL OR WIRE DEFECTS OR DIFFICULTIES, STORMS, STRIKES, WALK-OUTS, EQUIPMENT OR SYSTEMS FAILURES, OR OTHER CAUSES OVER WHICH ELEAP™, ITS AFFILIATES, EMPLOYEES, OFFICERS, OR AGENTS AGAINST WHOM LIABILITY IS SOUGHT, HAVE NO REASONABLE CONTROL, OR FOR LOSS OR DAMAGE, DIRECT OR INDIRECT, RESULTING FROM INACCURACIES, ERRONEOUS STATEMENTS, ERRORS OF FACTS, MISSIONS, OR ERRORS IN THE TRANSMISSION OR DELIVERY OF SERVICES, OR ANY DATA PROVIDED AS A PART OF THE ELEAP™ SERVICE PURSUANT TO THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ELEAP™. IN ADDITION, IN NO EVENT SHALL ELEAP™ BE LIABLE TO ELEAP™ ACCOUNT HOLDER/USER OR TO ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES WHICH SUBSCRIBER OR SUCH THIRD PARTY MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR UTILIZING THE ELEAP™ SERVICE, REGARDLESS OF WHETHER ELEAP™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ELEAP™.

11.3 MAXIMUM LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ELEAP'S MAXIMUM AGGREGATE LIABILITY TO SUBSCRIBER RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY ELEAP™ ACCOUNT HOLDER/USER TO ELEAP™ HEREUNDER.

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11.4 TIME FOR MAKING CLAIMS. ANY SUIT OR ACTION BY SUBSCRIBER AGAINST ELEAP™, IT'S AFFILIATES, OFFICERS, DIRECTORS, AGENTS EMPLOYEES, SUCCESSORS OR ASSIGNS, BASED UPON ANY ACT OR OMISSION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR SERVICES PERFORMED HEREUNDER, OR ANY ALLEGED BREACH THEREOF, SHALL BE COMMENCED WITHIN TWO (2) YEARS OF THE FIRST OCCURRENCE GIVING RISE TO SUCH CLAIM OR BE FOREVER BARRED. THIS PROVISION DOES NOT MODIFY OR OTHERWISE AFFECT THE LIMITATION OF THE LIABILITY OF ELEAP™ AS SET FORTH IN THIS AGREEMENT

12. ADDITIONAL SOFTWARE

With respect to any additional software that may be made available by Telania, Inc. (eLeaP™ Service) in connection with the Service, if you elect to download or access such additional software, you understand that you may have to agree to additional terms and conditions before you use such software.

13. GLOBAL/INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules.

14. EXTERNAL LINKS

The Service or other parties may provide links to other World Wide Web sites or resources. Telania, Inc. (eLeaP™) has no control over such sites and resources and is not responsible for any damage or loss resulting from accessing those sites.

15. INDEMNIFICATION

You the eLeaP™ Service Account Holder or User will indemnify, defend and protect Telania, Inc. (eLeaP™), and its subsidiaries, affiliates, related entities, officers, directors, shareholders, agents, co-branders or other partners, employees, customers, successors and assigns from any liability, cost, expense, loss, claim or demand, (collectively, "Losses") resulting from or arising from your breach or any part of this agreement or any Action brought against Telania, Inc. (eLeaP™), its directors, employees, subsidiaries, affiliates, related entities, officers, shareholders, agents, customers or assigns alleging with respect to your Business: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, obscenity, slander, pornography, or violations of rights of privacy or publicity; (c) Spamming or other offensive, harassing or illegal conduct or violations of the Rules and Regulations; or, (d) any other violations of applicable law or regulation.

Each party agrees to provide prompt written notice of the existence of such an event of which it becomes aware and an opportunity to participate in the defense thereof.

16. MODIFICATIONS

Telania, Inc. (eLeaP™) reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) or our prices

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for specific services with or without notice. You agree that Telania, Inc. (eLeaP™) shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

17. INTELLECTUAL PROPERTY

The eLeaP™ Service and any to applicable software/programming code, trademarks, marketing systems etc used in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property laws and other laws. Except as expressly authorized in writing by Telania, Inc. (eLeaP™), you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

18. MISCELLANEOUS

18.1 FORCE MAJEURE. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war or terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, government set or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such a cause, and (b) uses its reasonable commercial efforts to promptly correct such a failure or delay in performance.

18.2 NO LEASE. This Agreement is a service agreement and its not intended to and will not constitute a lease of any real or personal property. eLeaP™ Account Holders/Users acknowledge and agree that (i) it has been granted only license to use Telania, Inc.

eLeaP™ Service in accordance to this Agreement (ii) Account Holders/Users have not been granted any real property interest in Telania, Inc. eLeaP™ Service and (iii) Account

Holders/Users have no rights as tenant or otherwise under any real property of landlord/tenant laws, regulations, or ordinances.

18.3 ARBITRATION.

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Louisville, Kentucky. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules in the State of Kentucky, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by an independent, licensed arbitrator; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such

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controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this subsection shall be construed as precluding the bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. **IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS**

TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

18.4 GOVERNING LAW. The Agreement and the relationship between you and Telania, Inc. (eLeaP™) shall be governed by and construed and interpreted in accordance with the laws of the state of Kentucky, USA without regard to its conflict of law provisions. You and Telania, Inc. (eLeaP™) agree to submit to the personal and exclusive jurisdiction of the courts located within Kentucky, USA. The failure of Telania, Inc. (eLeaP™) to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Agreement, including the Privacy Policy, the information provided to you and by you during the sign-up process and during the upgrade/downgrade of your account, and any other documents that are incorporated into this Agreement by reference, constitutes the entire agreement between you and Telania, Inc. (eLeaP™) and govern your use of the Service, superceding any prior agreements between you and Telania, Inc. (eLeaP™) (including, but not limited to, any prior versions of the Agreement). You also may be subject to additional terms and conditions that may apply when you use other Telania, Inc. (eLeaP™) services, or third-party content, software or services offered through the Service. If any provision of the Agreement or incorporated documents are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Telania, Inc. (eLeaP™) shall not be responsible to you or any of your Enrollees as a result of any delay or default in carrying out its obligations hereunder which is due in whole or in part to an event beyond of the control of Telania, Inc. (eLeaP™).

The parties acknowledge having consented that the present agreement and all documents, notices and judicial proceedings entered into, given or instituted pursuant hereto, or relating directly or indirectly pursuant hereto, be in the English language.

You acknowledge and agree that your Enrollments will be required to accept reasonable

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terms and conditions of use prior to Telania, Inc. (eLeaP™) granting them access to the Service.

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