

TERMS OF SERVICE

Updated: August 2016

The services that Silver Spruce Holding, LLC d/b/a GrowthPlay (hereinafter "GrowthPlay," "we," "our" and "us") provides to you are subject to the terms and conditions set forth herein ("Terms of Service"), which govern your access to and use of the assessment tools, applications, websites and platforms owned and/or licensed by GrowthPlay and all services and/or products accessible through our services ("Services") at <https://www.challygroup.com/> ("Site").

By using the Services, you signify your agreement with this Terms of Service. If you do not accept this Terms of Service, now or in the future, please stop your use of the Services immediately, in which case any continuing access and/or use of our Services is unauthorized. If you agree to this Terms of Service on behalf of an entity, or in connection with providing or receiving services on behalf of an entity or agency, you represent and warrant that you have authority to bind such entity or agency to this Terms of Service. In such event, "you" and "your" will refer and apply to such entity or agency.

1. CHANGES TO TERMS

Subject to the terms and conditions set forth herein, GrowthPlay may, at any time, in its sole discretion, make changes to Services, including its look, feel, format and content. Any revisions to this Terms of Service will take effect when posted on the Site unless otherwise stated. GrowthPlay will provide additional forms of notification as it deems necessary in its sole discretion in the event a revised version of this Terms of Service includes substantial changes. GrowthPlay may make such changes to the terms and conditions contained herein in its sole and absolute discretion and your continued use of the Services following such changes will constitute your acceptance of such changes. GrowthPlay will provide a notice of such changes by posting the updated Terms of Service on the Site and changing the "last updated" date listed above.

2. SERVICES

Right to Access and Use. Subject to GrowthPlay's receipt of fees for the Service and your use of such Service in accordance with the terms and conditions set forth herein, GrowthPlay hereby grants you the right to access and use the Service during the term solely for your internal business operations and in accordance with the terms and conditions set forth herein.

Permitted Use. You represent and warrant that you will abide by the terms and conditions set forth herein when using the Service. You further agree to use commercially reasonable efforts to prevent unauthorized access to, or use of the Services, and notify GrowthPlay immediately of any such unauthorized use. In no event shall you allow the Service to be accessed or used by parties other than you and your authorized users. GrowthPlay reserves the right to refuse use and/or access to such Service by any individual party other than you and your authorized users. You shall be liable for all acts and/or omissions of your users. You shall ensure that your network and systems comply with the relevant specifications provided by GrowthPlay from time to time and shall provide GrowthPlay with information as may be required by GrowthPlay in order to provide the Services. Subscription packages purchased by you may be utilized throughout the term. No credits shall be provided should you not utilize all assessments prior to the end of the term. GrowthPlay shall provide you with quarterly subscription usage updates.

Prohibited Conduct. Except as expressly permitted herein, you shall not, directly or indirectly, without the express, prior written consent of GrowthPlay: (i) use or permit the use of, reproduce or otherwise duplicate, disclose, distribute, modify, encumber, time-share, license, sublicense, rent, lease, or transfer any Service, any portion thereof, or any of your rights thereto; (ii) merge any Service or any portion thereof with any other program or materials; (iii) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Service or any other compiled software provided or made available by GrowthPlay hereunder; (iv) adapt, translate, localize, port, or otherwise modify any Service or any other compiled software provided or made available by GrowthPlay hereunder; (v) remove, obliterate, or cancel from view any copyright, trademark, or other proprietary or confidentiality notice or legend appearing on or in any materials provided or made available by GrowthPlay

hereunder, or fail to reproduce any such notice or legend on any copy made of any such materials; (vi) take any action that materially interrupts or interferes with, or that might reasonably have been expected to materially interrupt or interfere with, the Service, GrowthPlay's business operations or other users; and (vii) permit any other person or entity to engage in any of the foregoing conduct. Notwithstanding anything herein to the contrary, GrowthPlay reserves the right, without liability to you, to disable or suspend your access to the Services in the event (a) of any breach or anticipated breach of this Section (b) you or your users use of the Service disrupts or poses a security risk to the Services or any other user, may harm GrowthPlay's systems or any provider of any third-party services or may subject GrowthPlay or any third-party to liability; (c) you or your authorized users are using the Services for fraudulent and/or illegal activities; and/or (d) GrowthPlay's continued provision of any of the Services is prohibited by applicable law.

Use of the Services. GrowthPlay retains the right, in its sole and absolute discretion, to deny service and/or access to and/or use of the Services and/or an account to anyone at any time and for any reason. While GrowthPlay uses reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time. You understand and agree that there may be interruptions to the Service and/or access to your account due to circumstances both within GrowthPlay's control (e.g., routine maintenance) and outside of GrowthPlay's control. You acknowledge and agree that the use of the Services is at your own risk, including without limitation the risk that you might be exposed to content that is offensive, indecent, inaccurate, and/or objectionable. You will determine the access controls for your authorized users and will be responsible for activity occurring under your account, including compliance with the terms set forth herein. You agree to: (i) maintain the accuracy and completeness of information provided to GrowthPlay, and (ii) notify GrowthPlay immediately of any unauthorized use of your account and/or any other known breach of security.

3. OWNERSHIP

Services. GrowthPlay retain all rights, title, interest and ownership of, and all intellectual property and proprietary rights with respect to the Service. GrowthPlay may provide materials to you and your users including but not limited to: all information related to GrowthPlay to which you have access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with your and/or your users use of the Services, including but not limited to notes, recordings, chats, analyses, phone-calls, interviews, studies, tests, and other aids, procedures, techniques, operating methods, know-how, processes, formulas, source and object codes, data, improvements, plans, modifications, derivative works and/or marketing information and any other information which could reasonably be expected to benefit competitors of GrowthPlay (collectively, "Pre-Existing Materials"). You and your users understand that the Pre-Existing Materials that you receive are confidential and proprietary to GrowthPlay, and shall not be sold, loaned, rented, given away, distributed, advertised for sale on the 'Internet' and/or through any other medium, and/or exploited in any manner. The commercial use, reproduction, transmission and/or distribution of any Pre-Existing Materials available through the Service without the prior written consent of GrowthPlay is strictly prohibited. Breach of this Section may result in irreparable and continuing damage to GrowthPlay for which monetary damages may not be sufficient, and you agree that GrowthPlay will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief as may be proper from a court of competent jurisdiction.

User Content. For information about GrowthPlay's data protection and collection practices, please read our Privacy Policy at <http://www.growthplay.com/privacy-policy/>, which is incorporated herein by reference. You agree to GrowthPlay's use of your data in accordance with the Privacy Policy.

General Feedback. If you provide us (in a direct mail, email and/or otherwise) with any feedback, suggestions, improvements, enhancements, recommendations and/or feature requests relating to the Services ("Feedback"), then you further grant to GrowthPlay a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate any such Feedback. GrowthPlay has no obligations to review any Feedback and may use and redistribute Feedback for any purpose without restriction in its sole and absolute discretion.

Communications from GrowthPlay. By using the Services, you and/or your users agree to receive certain communications in connection with the Service. When you and/or your users access and/or use the Services, you

and/or its users are communicating with GrowthPlay electronically, and you consent to receive communications from GrowthPlay electronically including but not limited to notices related to the Services provided to you via email. You agree that all agreements, notices, disclosures and/or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may withdraw its consent to receive further records and notices electronically at any time by contacting GrowthPlay. If you withdraw your consent to receive such records and notices electronically, GrowthPlay will revoke your access to the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after GrowthPlay has a reasonable period of time to process your request for withdrawal.

Additional Terms. In the event you receive any complaint or claim from an employee or prospective employee or any other party regarding compliance of GrowthPlay Services with Equal Employment Opportunity Commission (“EEOC”) rules, regulations, or guidelines, GrowthPlay agrees to provide all documentation necessary to substantiate its compliance with such rules, regulations, and guidelines and/or to reasonably cooperate with you in your defense of any lawsuits or administrative actions resulting from such complaints or claims.

4. DISCLAIMER. THE SERVICE IS PROVIDED BY GROWTHPLAY TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, ALL OF WHICH STUDIO EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, GROWTHPLAY AND ITS THIRD PARTY PROVIDERS MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS AND/OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR-FREE; AND/OR (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, ACCURATE AND/OR RELIABLE. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT GROWTHPLAY WILL NOT BE LIABLE AND/OR OTHERWISE RESPONSIBLE FOR ANY FAILURE AND/OR DELAY IN UPDATING THE SERVICE AND/OR SITE.

5. INDEMNIFICATION

You, at your expense, will indemnify, defend and hold GrowthPlay, its officers, associates, employees, contractors and agents harmless from and against any and all claims, damages, liabilities, losses, costs, demands and expenses (including reasonable attorneys' fees and costs of litigation) (collectively “Claim(s)”) arising out of or relating to (a) any negligent act and/or omission of you and/or any of your users relating to its activities in connection herewith; and/or (b) you and/or your user’s breach of the terms and conditions set forth herein and, if applicable, the Engagement Letter entered into between the parties.

GrowthPlay shall give notice to you of any Claim immediately upon becoming aware of the same. GrowthPlay shall give you the sole right to conduct the defense of any claim and/or action, and/or the negotiation of any settlement, in respect of a Claim and does not at any time admit liability and/or otherwise settle and/or compromise and/or attempt to settle and/or compromise the such Claim and/or action except upon the express written instructions of the you. GrowthPlay shall act in accordance with your reasonable instructions and give you such assistance as it shall reasonably require in respect of the conduct of the defense including without prejudice to the generality of the foregoing the filing of all pleadings and other court processes and the provision of all relevant documents. GrowthPlay acknowledges and agrees that it shall use commercially reasonable efforts to mitigate the costs and expenses related to such Claim. GrowthPlay may reasonably participate in such defense at its sole expense.

6. GENERAL

No waiver of any of the terms and conditions set forth herein will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Terms of Service will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence. If any one or more of the provisions of this Terms of Service are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Terms of Service will be unimpaired and will remain in full force and effect. Notwithstanding anything herein to the contrary, neither party is liable for any failure to perform, or delay in performing, any particular obligations herein where the failure and/or delay arises from causes

beyond its reasonable control, including without limitation fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders or rebellions. The headings and titles of the paragraphs of this Terms of Service are not part of this Terms of Service, but are for convenience only and are not intended to define, limit or construe the contents of the provisions contained herein. Any provision of this Terms of Service which, by its nature, would survive termination of this Terms of Service will survive any such termination of this Terms of Service.