

SAAS TERMS OF SERVICE

Last Updated: 06/09/2026

These SaaS Terms of Service (the “Terms,” or “Agreement”) are entered into between Emeritus Institute of Management, Inc., a Delaware corporation (“Company”), and the client that executed an Order Form or accesses the Services (“Client”).

1. DEFINITIONS.

1.1 “Anonymized Data” means data that has been modified, aggregated, or otherwise processed in such a manner that the data can no longer be attributed to a specific natural person, company, or any individual user, directly or indirectly, by any means reasonably likely to be used.

1.2 “AI Activities” means the Company’s proprietary AI-driven interactive modules designed to reinforce learning via practice in dynamic simulations with real time feedback.

1.3 “AI Bot” means the Company-designed AI-powered support bot to assist Client’s Users during the Programs in a more effective way.

1.4 “AI Grading” means the Company’s proprietary AI-powered assessment tool designed to assist faculty in evaluating and providing feedback on student submissions.

1.5 “Services” means the AI Activities, AI Bot, and AI Grading, and any other service included as part of the Services, developed by Company in the future and subject to this Agreement, as well as any associated platform, API, or dashboard provided by Company as specified in an Order Form.

1.6 “Client Content” means any data, text, course materials, or instructions provided by Client or its Users to the Services.

1.7 “User” means any faculty member, administrator, or student authorized by the Client to access the Services.

2. ACCESS AND USE.

2.1 Provision of Access. Subject to the terms of this Agreement, Company grants Client a non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely for its internal educational purposes.

2.2 Usage Restrictions. Client shall not, and shall not permit Users to: (a) reverse engineer, decompile, or attempt to discover the source code of the Services; (b) use the Services to build a competitive product; (c) bypass any security measures; or (d) use the Services in a manner that violates applicable US laws.

2.3 Responsibility for Users. Client is responsible for all activity occurring under its User accounts and shall ensure faculty members and administrators comply with the terms of this Agreement. Client further agrees that the Services and related systems shall be treated as protected systems under its applicable acceptable use, IT, or similar policies, and to treat any improper use, unauthorized access, or misuse of the Service as a violation of such policies.

3. AI-SPECIFIC PROVISIONS.

3.1 Nature of AI Output. Client acknowledges that the Services utilize artificial intelligence. While Company strives for accuracy, AI-generated content (including grading suggestions) may contain errors or biased results. By using the Services, Client assumes all risk related to the academic consequences of using AI-generated suggestions. Company shall have no liability for grade disputes, academic appeals, or claims of pedagogical error arising from the Client's reliance on the Services.

3.2 Faculty Oversight (AI Grading). The AI Grading tool is a support tool. Client agrees that the final responsibility for the accuracy, fairness, and integrity of student assessments rests solely with the Client. Client is responsible for ensuring that its use of AI Grading complies with its own internal academic integrity policies and any requirements set by relevant accrediting bodies.

3.3 AI Activities. Client is responsible for reviewing AI Activities to ensure they align with their curriculum and pedagogical standards before deployment to students.

4. INTELLECTUAL PROPERTY.

4.1 Company Ownership. As between the parties, Company owns or has a license over all right, title, and interest in and to the Services, the AI models, the underlying algorithms, and any improvements thereto. No rights are granted to Client other than the limited right to use the Services during the Term.

4.2 Ownership of Input. As between Client and Company, Client (or its Users) owns all right, title, and interest in and to any data, text, or materials uploaded or submitted to the Services ("Input"). Client grants Company a non-exclusive, royalty-free, worldwide license to host, copy, and use the Input solely as necessary to provide the Services to Client.

4.3 Ownership of Output. Notwithstanding anything to the contrary, Client shall own all right, title, and interest (including all intellectual property rights) in and to any results, suggestions, or content generated by the Services ("Output"). Client grants Company a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the Output solely for purposes of providing the Service to Client, and system improvement as provided in Section 4.7.

4.4 Client Content. Client retains all ownership of Client Content. Client grants Company a worldwide, royalty-free license to host, use, and process Client Content solely to provide and improve the Services for the Client. Company shall not use Client Content for purposes of training any large language model.

4.5 Feedback. If Client provides suggestions or feedback, Company may use such feedback without restriction or obligation.

4.6 Similarity of Output. Client acknowledges that because of the nature of machine learning, Outputs may not be unique across different users. Similar inputs from other customers may result in similar outputs. The assignment in Section 4.3 does not extend to outputs generated for other clients or third parties.

4.7 Software Platform Improvement. Client acknowledges and agrees that Company may use Anonymized Data (Input and Output) for the purposes of:

- Improving Company's software platform;
- Developing new features or services; and
- Benchmarking and statistical analysis.

5. FEES AND PAYMENT.

5.1 Fees. Client shall pay the fees set forth in the applicable Order Form. Unless otherwise stated, all fees are in U.S. Dollars and are non-refundable. Client is responsible for any sales, use, or value-added taxes, except for taxes based on Company's net income.

6. PRIVACY AND DATA PROTECTION.

6.1 Compliance with Privacy Laws. Company shall maintain a comprehensive privacy program and shall process all Input and personal data in accordance with applicable data protection laws and the Company's Privacy Policy which is incorporated herein by reference.

6.2 FERPA Compliance (U.S. Only). * School Official Status: The parties acknowledge that for the purposes of this Agreement, Company is a "School Official" with a "legitimate educational interest" in the Personal Personally Identifiable Information (PII) from Education Records (as those terms are defined under the Family Educational Rights and Privacy Act, 34 CFR § 99.31).

6.3 Data Use. Company agrees to comply with the applicable provisions of FERPA and shall not disclose Education Records to third parties except as permitted by law or authorized by the Client.

6.4 Data Security. Company shall implement and maintain industry-standard administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Client Content. These safeguards include, but are not limited to, encryption of data at rest and in transit.

6.5 Data Anonymization Standard. In the event Company uses Input or Output under Section 4.7, Company shall ensure that it is Anonymized Data as defined herein.

7. TERM AND TERMINATION.

7.1 Term. This Agreement begins on the Effective Date and continues for the initial term specified in the Order Form. If the Order Form does not specify a termination date, the Agreement shall automatically renew for successive one-year renewal terms. Either Party may terminate the Agreement at the end of the initial term or any renewal term by providing at least ninety (90) days' prior written notice before the end of the then-current term.

7.2 Termination. Either party may terminate this Agreement if the other party materially breaches these terms and fails to cure such breach within thirty (30) days of notice. Notwithstanding the foregoing, company may, in its sole discretion, immediately terminate or suspend Client's access to and use of the Services at any time, for any violation of the terms and conditions of this Agreement.

7.3 Refund or Payment upon Termination. If this Agreement is terminated by Client pursuant to Section 7.2, or by Company due to Client's violation of this Agreement, Company shall not be required to refund any prepaid fees covering the remainder of the term of any applicable Order Form after the effective date of termination. All fees accrued and payable for Services provided prior to the effective date of termination shall remain due and payable.

7.4 Effect of Termination. Upon termination, Client's access to the Services will cease. Company will delete Client Content in accordance with its data retention policy and applicable law.

8. WARRANTIES AND DISCLAIMERS.

781 Service Warranty. Company warrants that the Services will function in substantial accordance with the provided documentation.

8.2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE AI OUTPUT WILL BE ERROR-FREE.

9. LIMITATION OF LIABILITY.

9.1 COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY THIRD PARTY MALICIOUS ACTIONS OR MALICIOUS CODE, THAT MAY INFECT CLIENT’S OR ITS USERS’ COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO USE OF OR ACCESS TO OR USE OF THE SERVICES.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY’S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF DATA. ANY CLAIM MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH IT RELATES OR FOREVER BE BARRED.

10. INDEMNIFICATION.

10.1 By Company. Company shall defend and indemnify Client against third-party claims that the Services infringe a US patent or copyright, provided Client gives prompt notice and control of the defense to Company.

10.2 By Client. Client shall defend and indemnify Company, its affiliates and their officers, directors, employees and agents from any and all lawsuits, damages, liabilities, costs, charges, and expenses, including reasonable attorneys’ fees, resulting from any third-party claim related to Client use of the Service, including claims arising from Client Content or Client’s breach of the Usage Restrictions in Section 2.2. In this case, Company shall have sole discretion and control to defend or settle any claim, and Client shall reasonably cooperate in such efforts.

11. MISCELLANEOUS.

11.1 Governing Law. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement and use of the Service, will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles. The Parties agree to submit to the exclusive jurisdiction over all disputes hereunder of the courts in the State of Delaware. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11.2 Entire Agreement. This Agreement, together with the Order Form and Privacy Policy, constitutes the entire agreement between the Parties.

11.3 Waiver. A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights.

11.4 Severability. If any provision of this Agreement, or portion thereof, is found to be invalid, unlawful or unenforceable to any extent, then such provisions or portions will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable laws.

11.5 Mutual Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

11.6 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and sent by email to your point of contact in the Company, or in the case of Company providing notices, through the Services or to the email provided by Client. Such notices will be effective on (a) the next business day after such notices are delivered, if transmitted before 5:00 PM Eastern Time, or (b) on the third business day after such notices are delivered, if transmitted after 5:00 PM Eastern Time.

11.7 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Client will not permit any User to access or use the Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.