

GENERAL TERMS OF SERVICE

These General Terms of Service (these “**Terms**”) set forth the terms and conditions applicable to the Services provided by Schoox, LLC (“**Schoox**”) to Customer (as identified in an Order) (collectively, the “**Parties**”). Upon execution by the Parties, each Order is made subject to these Terms. These Terms, the Order, and all addendums, appendices, policies, and exhibits attached and/or incorporated herein by reference collectively constitute the Service Agreement between Customer and Schoox, effective as of the Effective Date specified in the applicable Order. In addition, Schoox’s provision of any Services to a third party prior to such party’s execution of an Order in connection with an evaluation, free trial, or testing of such Services, or for any other purpose, is subject to these Terms in all respects. Capitalized terms not otherwise defined herein have the meanings assigned in [Appendix A \(Definitions\)](#) or [Appendix B \(Product Specific Terms and Conditions\)](#) attached hereto.

1. Services.

- a. **Orders.** Upon acceptance of Customer’s Order for Services, Schoox will provide such Services to Customer during the Service Term in accordance with these Terms. In the event of a conflict with these Terms, the Order will control. Customer cannot cancel or change an Order that has been accepted by Schoox without Schoox’s written consent.
- b. **Software.** To the extent use of the Services requires Customer to download or access Software, Schoox grants to Customer a non-exclusive, non-transferable (except as permitted in these Terms), non-sublicensable, limited right and license to access and use the Software during the applicable Service Term. Schoox may periodically update the Software to provide bug fixes, security patches, feature enhancements, etc., which may install automatically.
- c. **Third-Party Equipment, Network Services, Interfaces, and Applications.** Customer acknowledges that a high-speed internet connection and a commonly available, up-to-date operating system and web browser are required to access the Services. Customer is responsible for procuring and maintaining any equipment and network services (including any third-party Interfaces and applications) needed to connect to, access and use the Services. Support Services do not include support of any Interface, network, equipment, or system that is not provided by Schoox.
- d. **Modifications to the Services.** Schoox may update and modify the Services (or any part thereof) from time to time, provided that no such modifications or updates will materially degrade the functionality, security, or availability of the Services for the duration of the applicable Service Term. Schoox will use reasonable efforts to notify Customer prior to implementing Service updates or modifications that are reasonably expected to materially affect Customer’s use of the Services. Customer’s use of any modifications or updates is subject to these Terms. Customer agrees that its procurement and use of the Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Schoox regarding future functionality or features, except as mutually agreed by the Parties in writing.
- e. **Schoox’s Proprietary Rights.** The Services contain proprietary and confidential information of Schoox and its licensors that is protected by applicable United States and foreign laws and treaties. As between the Parties, Schoox, on behalf of itself and its licensors, retains ownership of all Intellectual Property Rights in all copyrights, trade names, trademarks, service marks, logos, domain names, patents, rights of publicity, and any other proprietary rights of Schoox and/or its licensors associated with or displayed with the Services. All such Intellectual Property Rights are valid and protected in all media existing now or later developed. Customer will not (and will not allow any of its Authorized Users to) remove any copyright or other proprietary or product identification notices contained in or displayed by the Services or contained in any Documentation which may relate to the Services. Any comments, suggestions or ideas provided by Customer or an Authorized User may be used by Schoox without any obligation to the person or organization who made them. Customer shall not contest or otherwise challenge or attack Schoox’s or its licensors’ Intellectual Property Rights to the Services, or the validity of any license(s) herein granted. The Software and Licensed Content are protected by United States copyright law and international treaty. Unauthorized reproduction or distribution thereof is subject to civil and criminal penalties.
- f. **Product Specific Terms.** Schoox’s provision of the Schoox Learning Platform, Licensed Content, Support Services, Professional Services and Marketplace Services is further subject to the additional terms set forth on [Appendix B \(Product Specific Terms and Conditions\)](#) attached hereto.
- g. **Free Services.** In the event that Schoox provides a Service to Customer at no charge for evaluation, trial, beta testing, promotional or any other purpose (the “**Free Service**”), Customer acknowledges that the provision and use of such Free Service is subject to these Terms in all respects, except that: (i) the Free Service may be limited in functionality, features, maintenance, availability, and support; (ii) Free Service is provided “AS-IS” and without any warranty; and (iii) Schoox shall have no liability of any type with respect



to the Free Service, unless such exclusion of liability is not enforceable under applicable law, in which case, Schoox's total liability with respect to such Free Service shall not exceed \$1,000.00 total.

2. Term, Renewal and Termination.

- a. **Service Agreement Term.** The Service Agreement shall commence on the Effective Date and will continue until all Orders have expired or are otherwise terminated in accordance with these Terms.
- b. **Service Term and Renewals.** Each Order will specify the applicable Service Term. ***Unless otherwise specified in an Order, the Service Term for Subscription Services will automatically renew for successive periods of equal duration as the then-current Service Term unless either Party notifies the other of non-renewal at least ninety (90) days prior to the end of the then-current Service Term.*** Notwithstanding the foregoing, in the event that a Service Term includes one or more complimentary months of Service, such complimentary month(s) shall not be included in the duration of any Renewal Service Term.
- c. **Termination.** Either Party may terminate the Service Agreement if the other Party is in material breach and fails to cure such breach within thirty (30) days after receipt of written notice. In addition, either Party may immediately terminate the Service Agreement if the other Party becomes subject to an insolvency proceeding. If Schoox terminates the Service Agreement due to Customer's material breach that remains uncured past the relevant notice and cure period, all fees for the unexpired portions of the then-current Service Term will become immediately due and payable, irrespective of the payment terms provided in the Order.
- d. **Refunds.** If Customer terminates the Service Agreement due to Schoox's material breach in accordance with these Terms, Schoox will provide Customer a pro-rata refund of any prepaid fees attributable to the unused portion of the Service Term. In no event will such termination relieve Customer of its payment obligations for any period preceding the effective date of such termination.
- e. **Effect of Termination.** Upon expiration of a Service Term or termination of the Service Agreement by either Party, Customer's license and right to use the Services will terminate, and Customer will cease, and will cause its Authorized Users to cease, any and all use of the Services. Except as otherwise provided in these Terms or agreed by the Parties in writing, following such expiration or termination of the Service Agreement, Customer will have no further access to Customer Content stored using the Services, and Schoox will delete such Customer Content promptly following such expiration or termination. The following Sections of these Terms survive termination or expiration: 1(e), 2(d)-(f), 4 through 10, Appendix A, and provisions of Appendix B and any other addenda to these Terms to the extent that, by their terms, are logically intended to survive termination or expiration.
- f. **Transition Period.** Provided the Service Agreement is not terminated by Schoox for Customer's breach or insolvency, then following such termination or expiration, there will be a 30-day transition period during which Customer may contact Schoox regarding retrieval of Customer Content from the Service. Schoox may allow Customer to access Customer Content from the Services during the transition period and may charge additional, reasonable fees for Customer to do so, at Schoox's sole discretion. Otherwise, Schoox has no obligation to archive or make Customer Content available after termination or expiration of the Service Agreement.
- g. **Suspension.** Schoox may suspend Customer's and its Authorized Users' access to and use of the Services: (i) if Schoox reasonably believes Customer is in breach of the Service Agreement, including the Acceptable Use Policy (other than a payment obligation, which is addressed in subsection (iii) below); or (ii) in order to comply with applicable laws, regulations or law enforcement requests; or (iii) if any payment is due but unpaid and Customer has not corrected the delinquency within ten (10) days after Schoox has provided Customer written notice of such delinquency. Services will resume promptly after the breach, regulatory matter or delinquency has been corrected. Schoox will have no liability to Customer for any suspension of the Services pursuant to this Section 2(g).

3. Fees.

- a. **Payment Terms.** Customer will pay Schoox all fees due hereunder in accordance with the payment terms specified in the Order based on the applicable invoice date. Any payment not received by the applicable due date will accrue interest at a rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Failure to pay fees on time may result in a suspension of Services pursuant to Section 2(g) above. Customer is responsible for all reasonable costs and expenses incurred by Schoox in connection with any collection activities, including court costs and reasonable attorney's fees. Customer may not withhold or setoff any amounts due under this Service Agreement. Unless otherwise specified in an Order, all fees are payable in United States currency and all references to "dollars" or "\$" shall mean United States dollars. Unless otherwise specified in an Order, annual fees for Subscription Services are payable annually in advance, and will be invoiced by Schoox beginning on the Effective Date and on or about each anniversary of the Effective Date thereafter during the Service Term. Except as otherwise provided in these Terms or agreed by Schoox in writing, Customer's payment obligations are non-cancellable and fees are non-refundable or subject to offset of any kind.
- b. **Taxes.** Fees for Services do not include taxes, levies, duties or similar governmental assessments of any kind. Customer is responsible for payment of all such taxes and assessments. In the event taxes are deducted from payments to Schoox as required



by law, the amount payable shall be increased as necessary so that after making all required deductions and withholdings, Schoox receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Unless Customer provides Schoox with a valid tax exemption certificate, Schoox may be required to collect taxes from Customer in accordance with applicable law. In no event will either Party be responsible for taxes levied against the other Party's net income.

- c. **Annual Rate Escalations for Subscription Services.** Fees for Subscription Services are subject to the Annual Rate Escalations specified in the Order. Annual Rate Escalations may include: (i) a yearly escalation, which is applied at the beginning of each contract year of the Service Term, and (ii) a renewal escalation, which is applied on each Renewal Start Date. Promotional pricing during a Service Term, including one-time introductory rates, Free Services, and similar concessions will not apply during any Renewal Service Term, and such promotional pricing will not be included in the calculation of the annual rate effective as of the next Renewal Start Date. Notwithstanding any other term to the contrary, if Customer reduces its quantity of Entitlements or the Service Term length from the preceding Service Term then the Services will be subject to repricing as of the Renewal Start Date at Schoox's then-prevailing rates applicable to Customer's reduced Order.

4. Confidentiality.

- a. **Confidential Information.** As used herein, "**Confidential Information**" means information that one Party (the "**Discloser**") discloses to the other Party (the "**Recipient**") in connection with the provision or receipt of Services, as applicable, and that is marked as confidential or would reasonably be considered confidential information under the circumstances. Confidential Information does not include information that: (i) is independently developed by the Recipient, (ii) is shared with the Recipient by a third party without confidentiality obligations, (iii) becomes public through no fault of the Recipient, or (iv) is already in possession or known by the Recipient prior to disclosure by the Discloser.
- b. **Nondisclosure and Permitted Use.** The Recipient will use the Discloser's Confidential Information only to exercise its rights or fulfill its obligations under the Service Agreement. The Recipient will use reasonable care to protect against disclosure of the Discloser's Confidential Information other than to the Recipient's Related Parties who have a need to know it and who have a legal obligation to keep it confidential. The Recipient will ensure that its Related Parties that obtain access to the Discloser's Confidential Information are subject to the same non-disclosure and use obligations set forth herein. The Recipient will promptly inform the Discloser of any unauthorized disclosure of its Confidential Information. Following termination or expiration of the Service Agreement, upon request of the Discloser, the Recipient shall promptly return or destroy all copies of Discloser's Confidential Information, except that the Recipient may retain portions of the Confidential Information in order to comply with applicable law or regulation, litigation holds, or audit logging requirements, provided that such Confidential Information remains subject to these Terms and may not be used except for such compliance purposes.
- c. **Lawful Disclosure.** Notwithstanding any other term to the contrary, the Recipient may disclose Confidential Information to the extent required by applicable law, provided that the Recipient will first, if legally permissible, provide sufficient notice to the Discloser in order to allow the Discloser a reasonable opportunity to seek an injunctive order if it elects to do so.
- d. **Equitable Relief.** The Recipient's breach of this Section 4 may cause the Discloser harm for which monetary damages may not be sufficient. In the event of the Recipient's breach or anticipated breach of its confidentiality obligations hereunder, the Discloser will be entitled, without waiving any other rights or remedies available under applicable law, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

5. Customer Content and Data Security.

- a. **Customer Content.** When using the Services, Customer and its Authorized Users may provide Schoox with access to certain content or data owned by Customer and/or such Authorized Users, including information, images, audio files, documents, data, communications, videos, graphics and other materials (collectively, the "**Customer Content**"). As between the Parties, Customer Content always remains the exclusive property of Customer and/or its Authorized Users. Nothing in these Terms gives Schoox any rights to Customer Content except for the limited rights that enable Schoox to provide the Services to Customer in accordance with these Terms and Customer's instructions.
- b. **Schoox's Limited License to Use Customer Content to Provide the Services.** By using the Services, Customer and its Authorized Users grant (and warrant and represent that such party has the right to grant) a non-exclusive, worldwide, royalty free, transferable, sub-licensable license to Schoox, its Affiliates and data sub-processors to access, process, copy, display, transmit, distribute, store and otherwise use Customer Content **solely** in connection with the provision and operation of Services for Customer's and its Authorized Users' benefit. Customer acknowledges that the Services are provided by Schoox, which maintains its corporate headquarters in the United States, with personnel located in the European Union, including Greece. Any Customer Content processed in connection with the provision and operation of Services may be transferred to, stored in, and accessed by personnel located in the United States and the European Union.



- c. **Customer's Responsibilities.** Customer is responsible for its conduct and the conduct of its Authorized Users when using the Services, even if such conduct occurs without Customer's knowledge. Customer is also responsible for the accuracy, completeness and legality of all Customer Content and data processed, displayed, transmitted, distributed or stored by or on behalf of Customer and its Authorized Users when using the Services. All Customer Content must comply with Schoox's Acceptable Use Policy. Customer is solely responsible for ensuring that Customer's use of the Services and all Customer Content complies with Customer's own privacy policies and all applicable local, state, federal and international laws, rules, regulations and conventions, including, without limitation, those related to data privacy and data transfer, internal communications and the export of technical or personal data, as applicable.
- d. **Prohibited Data.** Customer is restricted from and shall not upload any Prohibited Data to the Schoox Learning Platform or in connection with Customer's use of any other Services, and Customer Content may not include any Prohibited Data. Customer acknowledges that the Services are not designed, validated, audited, or otherwise intended to meet the legal obligations relating to the use or processing of Prohibited Data. In particular, the Services are not intended to be used for processing or storing protected health information in accordance with the U.S. Health Insurance Portability and Accountability Act or any equivalent or successor legislation or similar laws, regulations, or standards ("**HIPAA**"), and Schoox is not a "**Business Associate**" as defined by HIPAA. Notwithstanding any other term to the contrary, Schoox is not responsible or liable for any losses or damages resulting from Customer's non-compliance with or violation of the foregoing prohibition relating to Prohibited Data.
- e. **Data Security.**
 - i. **Schoox's Obligations.** Schoox will (a) use commercially reasonable efforts to protect the security and integrity of Customer Content collected, accessed, stored, received and/or processed by Schoox in connection with its provision of the Services in accordance with its Privacy Policy, which is incorporated herein by reference; and (b) develop, implement and maintain a written comprehensive security program with administrative, technical and physical safeguards to protect Customer Content against unauthorized disclosure or use.
 - ii. **Data Processing Addendum.** *This provision applies only to the extent Customer is subject to the data security and privacy laws described in Schoox's standard Data Processing Addendum ("**DPA**"), which will be provided to Customer upon request.* Customer is considered the sole controller of any Personal Data included in Customer Content, and, to the extent applicable, appoints Schoox and its authorized third-party service providers as processors to process such Personal Data (as such terms are defined in applicable Data Security Laws) solely to the extent required to deliver the Services, which constitutes a business purpose. Customer agrees, and will ensure that its Authorized Users accessing the Services through Customer's account agree, that Schoox and its sub-processors are permitted to process personal data as contemplated by these Terms and may transfer personal data across a country border, including outside of the European Economic Area (if applicable), and use processors and sub-processors in locations worldwide to deliver the Services to Customer. Schoox will reasonably cooperate with Customer or an Authorized User, as applicable, in its fulfillment of any legal requirement relating to the processing of Personal Data, including providing an Authorized User with access to their Personal Data. Upon request, the Parties may enter into additional agreements required by law for the protection of Personal Data, including the DPA.
- f. **Aggregate Anonymous Data.** Customer acknowledges that Schoox obtains Aggregate Anonymous Data through its customers' use of the Services and that Schoox may use such Aggregate Anonymous Data in accordance with applicable law, including to analyze, develop, improve, support, and operate the Services during and after the Service Term. For the avoidance of doubt, Aggregate Anonymous Data may not include Customer Content or Personal Data, nor does it constitute Customer Content.

6. Representations, Warranties and Disclaimers.

- a. **General.** Each Party represents and warrants that (i) it has full power and authority to enter into the Service Agreement and to provide, use or receive the Services (as applicable), and (ii) its provision, use or receipt of the Services (as applicable) will comply with applicable laws, rules and regulations relating thereto.
- b. **Schoox Warranty.** Schoox warrants that (i) the Services shall perform materially in accordance with the applicable Documentation, and (ii) Schoox will perform the Services in a professional manner consistent with generally accepted industry standards. Notwithstanding any other term to the contrary, any claim that Schoox has breached the foregoing warranties must be made in writing within thirty (30) days after the defect or non-conformity that is the subject of the claim occurs or is introduced.
- c. **Services are provided "AS IS".** Schoox aims to provide excellent service to all customers, but there are some things that Schoox cannot guarantee. EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITH ALL FAULTS, AND SCHOOX DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES, OR WARRANTIES RELATED TO PROHIBITED DATA OR HIGH-RISK ACTIVITIES. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SERVICES FOR CUSTOMER'S USE. IN ADDITION, IN NO EVENT SHALL SCHOOX BE LIABLE TO



CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PROHIBITED DATA OR FOR ANY LEGAL OR ADMINISTRATIVE ACTION RELATED TO CUSTOMER'S HUMAN RESOURCES POLICIES OR PRACTICES, INCLUDING, WITHOUT LIMITATION, EMPLOYMENT, HIRING OR COMPENSATION DECISIONS. Some jurisdictions do not allow exclusions of implied warranties or limitations on applicable statutory rights, so the above exclusions may not apply to Customer. To the extent warranties cannot be disclaimed or excluded, they are limited to the duration of the minimum warranty period required by law.

- d. **Disclaimer of Warranties for Network-Related Issues and Third-Party Websites or Interfaces.** Use of the Services may involve transmission of Customer Content and data over the internet and various networks that are not operated by Schoox. Customer acknowledges that Customer Content may be accessed by unauthorized parties when communicated over the internet, network communication facilities or via other electronic means. SCHOOX IS NOT RESPONSIBLE FOR ANY CUSTOMER CONTENT AND/OR DATA WHICH ARE DELAYED, LOST, ALTERED, INTERCEPTED OR STORED DURING TRANSMISSION OVER NETWORKS NOT OPERATED BY SCHOOX, INCLUDING, BUT NOT LIMITED TO, THE INTERNET AND/OR CUSTOMER'S LOCAL NETWORK. IF THE SERVICES INCLUDE OR PERMIT THE INCLUSION OF THIRD-PARTY WEBSITES OR INTERFACES, SCHOOX ASSUMES NO RESPONSIBILITY FOR SUCH WEBSITES AND ANY USE MADE OF SUCH WEBSITES ARE AT CUSTOMER'S (AND ITS AUTHORIZED USERS') OWN RISK, SUBJECT TO THE TERMS OF SUCH THIRD-PARTY WEBSITE.

7. Indemnification.

- a. **Schoox's Obligations.** Schoox will indemnify, defend and hold Customer and its Related Parties harmless against any third-party claim, suit or action threatened or filed by a third party (each an "**Indemnifiable Claim**") arising from an allegation that Customer's use of the Services in accordance with the Service Agreement infringes or misappropriates the third party's Intellectual Property Rights, and Schoox will indemnify and hold Customer and its Related Parties harmless from all damages and costs finally awarded against Customer or its Related Parties in connection with such Indemnifiable Claim (including reasonable attorneys' fees). The foregoing indemnification obligation shall not apply if the underlying allegation arises from: (i) Schoox's compliance with Customer's instructions, designs or requests for customized features in the Services, (ii) Customer's use of the Services in combination with other products or services if such allegation of infringement or misappropriation would not have arisen but for such combination, (iii) use of the Services by Customer for purposes not intended by Schoox or outside the scope of the Service Agreement, or (iv) any modification of the Services not made or authorized in writing by Schoox where such allegation of infringement or misappropriation would not have arisen but for such modification.
- b. **Customer's Obligations.** Customer will indemnify, defend and hold Schoox and its Related Parties harmless against any Indemnifiable Claim alleging that Customer Content or Customer's use of the Services in violation of the Service Agreement (including the Acceptable Use Policy), infringes or misappropriates the Intellectual Property Rights of a third party or otherwise violates the third party's rights, or violates applicable law, and Customer will indemnify and hold Schoox and its Related Parties harmless from all damages and costs finally awarded against Schoox or its Related Parties in connection with such Indemnifiable Claim (including reasonable attorneys' fees).
- c. **Procedures.** The foregoing indemnification obligations are conditioned on the following procedures. The Party seeking indemnification must promptly notify the indemnifying Party in writing of any Indemnifiable Claim and must cooperate reasonably with the indemnifying Party to resolve such matter. The indemnified Party must tender sole control of the indemnified portion of any Indemnifiable Claim to the indemnifying Party, provided that any settlement requiring the indemnified Party to admit liability, pay money or take (or refrain from taking) any action, will require the indemnified Party's prior written consent, not to be unreasonably withheld or delayed.
- d. **Remedies.** If Schoox reasonably believes the Services might infringe or misappropriate a third-party's Intellectual Property Rights, then Schoox may, at its sole option, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent or better alternative. If Schoox does not believe the foregoing remedies are commercially feasible, then Schoox may terminate the applicable Order for such Services and provide a pro-rata refund of any prepaid fees attributable to the unused portion of the Service Term.
- e. **Sole Rights and Obligations.** Without affecting either Party's termination rights set forth in these Terms, this Section 7 states the Parties' sole and exclusive remedy for the actual or alleged infringement or misappropriation of any third-party Intellectual Property Rights.

8. Limitations of Liability.

- a. **Limitation of Liability.** EXCEPT FOR AN EXCLUDED CLAIM (as defined below), EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED THAT IF SUCH EVENT OCCURS DURING THE FIRST SIX (6) MONTHS OF THE CUSTOMER'S SERVICE TERM, THEN SUCH AMOUNT WILL BE LIMITED TO THE FEES PAID BY CUSTOMER FOR



THE SERVICES DURING SUCH PERIOD. The foregoing limitation of liability will not apply to or limit any the following (each, an “**Excluded Claim**”): (i) damages resulting from a Party’s gross negligence or willful misconduct, (ii) damages resulting from an Indemnifiable Claims in accordance with Section 7 (*Indemnification*), (iii) Customer’s obligation to pay fees for Services pursuant to an Order, or (iv) claims for which liability cannot be limited under applicable law.

- b. **Exclusion of Certain Damages.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER TERM TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR LOST REVENUE, LOST GOODWILL, LOSS OF USE, LOST OR INACCURATE DATA, OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.
- c. **Allocation of Liability.** The Parties agree to the allocation of liability set forth above, without which the fees charged to Customer for Schoox’s Services would be higher. The Parties intend for the foregoing waivers and limitations to: (i) apply to all claims, whether in based In contract, tort, or other theory of liability, (ii) survive expiration or termination of the Service Agreement, and (iii) apply notwithstanding any finding of a failure of the essential purpose of any limited remedy. The existence of more than one claim shall not increase a Party’s liability cap.

9. Dispute Resolution.

- a. **Informal Resolution; Arbitration.** Before filing a legal claim or proceeding against Schoox, Customer will contact Schoox’s Customer Support and Legal teams to discuss the issue giving rise to the dispute and to seek an informal resolution. If, after using good faith efforts to resolve the dispute, Schoox and Customer cannot agree to an informal resolution within ninety (90) days of commencing discussions, then either Party may initiate a proceeding to resolve such claim or matter exclusively and finally by binding arbitration administered by the American Arbitration Association (“AAA”). Unless otherwise agreed by the Parties in writing, the seat of such arbitration shall be in the venue specified in Section 10(i) below. In the event of any inconsistency or conflict between the AAA rules and the Service Agreement, the Service Agreement will control. Any award of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- b. **Exceptions for Injunctive Relief.** Notwithstanding the foregoing, a Party may bring a lawsuit solely for injunctive relief without first engaging in the informal resolution or arbitration processes described above under the following circumstances: (i) in order for Schoox to stop the unauthorized use of the Services, violations of the Acceptable Use Policy or infringement or misappropriation of the Intellectual Property Rights of Schoox or its licensors; (ii) in order for Customer to stop infringement or misappropriation of Customer’s Intellectual Property Rights in Customer Content; and (iii) in the event of a Party’s breach or anticipated breach of its confidentiality obligations as permitted by Section 4(d) above.
- c. **No Class Actions or Jury Trials.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) CUSTOMER HEREBY WAIVES ANY RIGHT TO BRING A CLAIM OR CAUSE OF ACTION AGAINST SCHOOX AS A NAMED PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, AND (ii) EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT.

10. Miscellaneous.

- a. **Relationship.** The Parties are independent contractors. There is no partnership, joint venture, employment or agency relationship between the Parties created by the Service Agreement.
- b. **Assignment.** Either Party may assign or transfer its rights and delegate its obligations under the Service Agreement to an Affiliate or to a third party in connection with any merger, consolidation, sale of all or substantially all of its assets to which the Agreement pertains or any similar transaction, provided that (i) such Party provides notice to the other Party promptly following such assignment, (ii) Customer shall not assign the Service Agreement to any Schoox competitor, and (iii) unless otherwise agreed by Schoox in writing, Customer shall remain liable for its successors’ and/or assigns’ compliance with the Service Agreement. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Any transfer or assignment of the Service Agreement in violation of the foregoing will be deemed null and void.
- c. **Severability.** If any provision of the Service Agreement (including these Terms) is determined to be invalid or unenforceable by a court of competent jurisdiction, such provision will be limited as necessary to eliminate such invalidity or unenforceability, and the other provisions of the Service Agreement will remain in full force and effect.
- d. **Force Majeure.** Neither Party will be liable to the other for any delay or failure to perform any obligation under the Service Agreement (except for a failure to pay fees) if the delay or failure results from any cause beyond such Party’s reasonable control, including acts



of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms, pandemics or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war.

- e. **Waiver.** No waiver will be implied from a Party's conduct or failure to enforce its rights hereunder. Waiver by a Party of any default by the other Party of any provision of these Terms will not be deemed a waiver by the non-defaulting Party of any subsequent or other default by the defaulting Party.
- f. **U.S. Government End Users.** To the extent Customer is considered a U.S. Government end user, the Software is a "Commercial Item," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation." Any such Software is being licensed to U.S. Government end users only as Commercial Items, and with only those rights as are granted to all other end users pursuant to this Service Agreement. Unpublished rights are reserved under the copyright laws of the United States.
- g. **Export Compliance.** The Services, including any Software, and the transmission of applicable data, if any, is subject to United States export controls. When using the Services and Software, Customer and each Authorized User must comply with import, export and economic sanction laws and regulations that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. In addition, Customer and any Authorized User accessing the Services outside of the United States must comply with local rules regarding online conduct and acceptable Customer Content.
- h. **Publicity.** Unless otherwise agreed by the Parties in writing, Schoox may use and display Customer's name, logo, trademarks, and service marks on Schoox's Website and in Schoox's marketing materials solely in connection with identifying Customer as a customer of Schoox. Upon Customer's written request, Schoox will promptly remove any such marks from its Website and marketing materials.
- i. **Governing Law and Venue.** Unless otherwise agreed by the Parties in writing, (i) the Service Agreement and any dispute arising in connection with the provision or use of Services (as applicable) will be exclusively governed by and construed in accordance with the laws of the United States and the State of Texas, without regard to or application of its choice of law rules or principles; and (ii) except as otherwise provided in Section 9 above, the state and federal courts located in Austin, Texas will have exclusive jurisdiction and venue over all such disputes.
- j. **Entire Agreement.** The Service Agreement constitutes the entire agreement between the parties with respect to the use of the Services, and supersedes, terminates and replaces all prior or contemporaneous understandings, communications or agreements, whether written or oral, regarding such subject matter, including (without limitation) any previous version of the Service Agreement or any provision or component thereof and any non-disclosure agreement previously executed by the Parties relating to the provision or receipt of Services, as applicable.
- k. **Statute of Limitations.** Regardless of any statute or law to the contrary and except as otherwise provided in these Terms, any claim or cause of action brought by Customer against Schoox arising out of or related to use of the Services or Software or the Service Agreement must be filed within one (1) year after such claim or cause of action. Otherwise, the Parties agree that such claim will be forever barred.
- l. **Amendments and Modifications.** No amendment to or modification or waiver of any provisions of the Service Agreement will be binding unless in writing and signed by both Parties. In the case of Schoox, any such amendment or modification is invalid unless signed by one of the following officers: CEO, CFO, Chief Sales Officer, Chief Customer Officer, or General Counsel. In particular, no provision of any purchase order or other documentation submitted by Customer, including any forms required by Customer's electronic invoicing portal or vendor registration process (if any), will supersede, amend, or modify the Service Agreement. Schoox may revise these Terms from time to time to reflect (i) changes in the law, including regulatory requirements, or (ii) improvements or enhancements to the Services, provided however, that any such amendment or modification that materially reduces or alters Customer's rights or increases Customer's liability, will not be effective against Customer until the next Renewal Start Date. Customer's continued use of the Services after such amendment or modification becomes effective constitutes Customer's agreement and consent to be bound by such version of these Terms. Schoox will post the current version of these Terms on Schoox's Website.
- m. **Notices: Electronic Communication.** Schoox may provide Customer with notices, including those regarding changes to these Terms, by email or registered mail or a major commercial delivery service to the address provided by Customer to Schoox in the Order. General notices applicable to all of Schoox's customers may be communicated by postings on Schoox's Website. An identification code or other user ID contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity. Any reproduction of the Order and evidence of Customer's consent to these Terms made by reliable means is considered an original agreement enforceable against the Parties. Any notice to Schoox intended by Customer to constitute valid legal notice under these Terms must be sent by registered mail or a major commercial delivery service to Schoox, LLC, 3112 Windsor Rd., #A108, Austin,



Texas 78703, USA, Attn: Legal, with a copy of such notice emailed to legal@schoox.com. Either Party may update its mailing address from time to time by providing notice of such update to the other Party in writing in accordance with the foregoing.

- n. **Third-Party Beneficiaries.** Schoox's Affiliates and licensors may be third-party beneficiaries of the Service Agreement. Except as expressly provided in these Terms, no other party is intended to be a beneficiary entitled to enforce the Service Agreement directly.
- o. **Purchases from Authorized Resellers.** Unless otherwise agreed by the Parties in writing, in the event Customer purchases Services from an authorized reseller of Schoox, Schoox shall have no obligations to Customer with respect to any terms or conditions that are outside of or inconsistent with these Terms.
- p. **Contract for Services; Subcontractors.** The Parties intend the Service Agreement to be a contract for the provision of services and not a contract for the sale of goods. To the fullest extent permitted by law, the provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transactions Act, and the United Nations Convention on Contracts for the International Sale of Goods, and any substantially similar legislation as may be enacted, shall not apply to the Service Agreement. Schoox may engage subcontractors and other third-party providers ("**Subcontractors**") in connection with the performance of its obligations under the Service Agreement as it deems appropriate, provided that Schoox remains responsible for the performance of each such Subcontractor.
- q. **English Language.** Any translation of the Service Agreement into a language other than English may be done for local requirements or the Customer's convenience. In the event of a conflict or inconsistency between the English and any non-English version, the English version of the Service Agreement will govern, to the extent not prohibited by local law in Customer's jurisdiction.
- r. **Interpretation.** The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will be interpreted without application of any strict construction in favor of or against Schoox or Customer.

[End of General Terms of Service]



Appendix A**DEFINITIONS**

“Academy” means a unique instance of the Schoox Learning Platform provided by Schoox to Customer that is accessible by Customer and its Authorized Users.

“Acceptable Use Policy” means the Schoox End User Notice and Acceptable Use Policy available at Schoox’s Website.

“Affiliate” means any person or entity that controls, is controlled by, or is under common control with a Party, where **“control”** means the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the ownership interests of such Party.

“Aggregate Anonymous Data” means anonymous and de-identified technical, statistical, and usage data generated by the Authorized Users’ use of the Services that is used in aggregated combination with anonymous and de-identified data of other users of the Services.

“Authorized User” means an individual authorized by Customer to use and access the applicable Subscription Services subject to the Entitlements and these Terms. Unless otherwise provided in an Order, Authorized Users may consist of Customer’s Internal Personnel as well as its External Users.

“Customer Administrator” means the Customer’s internal employee(s) designated as the administrator(s) of Customer’s Academy.

“Data Protection Law” means any data protection and privacy law applicable to each Party in its role in the processing of Personal Data under the Service Agreement, including, where applicable, European Union Regulation 2016/679 (**“GDPR”**), the California Consumer Privacy Act (**“CCPA”**), or the California Privacy Rights Act (**“CPRA”**).

“Documentation” means administrative and user manuals and materials provided by Schoox which describes the features and functionality of the Services, excluding any sales and marketing materials and user forums. If applicable, the Documentation includes files that are embedded within the Schoox Learning Platform and Software (e.g., help files).

“Effective Date” means the effective date designated in the applicable Order.

“Emergency Maintenance” means any maintenance performed outside of the Scheduled Maintenance windows without advance notice to Customer where such maintenance is reasonably and urgently required to protect the integrity, availability, or security of any online systems impacting the Schoox Learning Platform.

“End User” means any individual accessing the Subscription Services whether pursuant to the Service Agreement, a free trial, a course registration or otherwise, including, but not limited to, Customer and its Authorized Users.

“Entitlements” means the licenses or usage metrics and other restrictions or scope limitations applicable to Customer’s rights to access and receive any Services, as detailed in these Terms and the applicable Order (e.g., number of Authorized Users, Locations, or Course Registrations, etc.).

“Excused Downtime” means the length of time the Schoox Learning Platform is unavailable due to (i) Scheduled Maintenance; (ii) Emergency Maintenance; (iii) force majeure events described in Section 10(d); and the actions or omissions of Customer, Customer’s Authorized Users, or any third party acting on Customer’s behalf or at Customer’s direction, including any actions constituting an Unsupported Use (as defined in Section III of [Appendix B](#)).

“External Users” means members of Customer’s or its Affiliates’ external audience, including, but not limited to, partners, franchisees, clients, and suppliers who may access Customer’s Academy for training and/or certification purposes.

“Intellectual Property Rights” means all current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law and all similar rights.

“Interface” means any third-party software, equipment and other systems owned or licensed by Customer that interoperates with the Services, whether by use of calls, exchange of data, links or other mechanisms or functionality.

“Internal Personnel” means officers, directors, employees, contractors or consultants of Customer or its Affiliates.



“Licensed Content” means third-party content and/or content authoring tool licensed by Schoox to Customer that is accessible through the Schoox Learning Platform or a comparable platform provided to Customer by a third party.

“Order” means any mutually agreed, written sales order, statement of work or similar document (including any exhibits and addenda attached thereto) that: (i) references and is made subject to these Terms, (ii) details the Services, Entitlements, and fees applicable to the Services that Customer has Ordered, and (iii) is executed on behalf of each of Schoox and Customer. Unless otherwise expressly stated in the Order, each Order becomes effective when executed by both Parties.

“Personal Data” means any information relating to an identified or reasonably identifiable natural person.

“Privacy Policy” means the Schoox Privacy Policy available on Schoox’s Website.

“Professional Services” means consulting and administrative support services provided by Schoox, or its agents, including but not limited to, software implementation, training, configuration, data migration or any other consulting or administrative support services described in the applicable Order or SOW.

“Prohibited Data” means any: (i) special categories of Personal Data enumerated in Article 9(1) of the GDPR or similar legislation or other applicable Data Security Law; (ii) protected health information regulated by HIPAA; (iii) information subject to regulation or protection under specific laws or regulations such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act or similar legislation; or (iv) Sensitive Personal Data.

“Related Parties” means any Affiliate of a Party, and such Party’s and its Affiliates’ respective Internal Personnel. In addition, Related Parties include Schoox’s third-party licensors, contractors, resellers, agents, and partners.

“Renewal Service Term” means the portion of the Service Term for Subscription Services following a Renewal Start Date.

“Renewal Start Date” means the first day of a renewal of a Service Term for Subscription Services. By way of example, if a 12-month Service Term for Subscription Services starts on January 1st and ends on December 31st, then the Renewal Start Date will be January 1st of the following year.

“Scheduled Maintenance” means any maintenance performed during Schoox’s advertised maintenance windows or for which Schoox provides reasonable advance notice or coordination with Customer.

“Schoox Learning Platform” means the Software programs, functionalities and features constituting Schoox’s cloud-based workplace learning management and talent-development platform.

“Schoox’s Website” means the website maintained by Schoox at www.schoox.com.

“Sensitive Personal Data” means Personal Data that is generally considered sensitive or particularly private, such as social security or national identification numbers, driver’s license or passport numbers, financial account numbers, genetic or biometric data, health-related or insurance information, or information relating to an individual’s biological sex, gender identification, race, ethnicity, religious affiliation, or citizenship status.

“Services” means the Schoox Learning Platform, Licensed Content, and/or Professional Services, as described in the applicable Order or SOW, and any Support Services, Marketplace Services and/or Software provided by Schoox in connection with any of the foregoing.

“Service Agreement” means, collectively, the Order and any addendum attached thereto and these Terms, including all appendices, exhibits, and/or policies incorporated herein by reference, including without limitation, the Privacy Policy, Acceptable Use Policy and, to the extent applicable, the AI Functionality Policy, Implementation and Professional Services Guide, any SOW, and/or DPA.

“Service Term” means the period of time in which Customer has the right to use, access and receive the Services, subject to these Terms, as provided in the Order.

“Software” means any Schoox software accessed and used in connection with the Services.

“Subscription Services” means the Services provided to Customer by Schoox on a recurring basis during a Service Term that are otherwise subject to the Entitlements, including the Schoox Learning Platform and Licensed Content (as applicable).

“Support Services” means ongoing maintenance and technical support services provided by Schoox for the applicable Services.

[End of Appendix A – Definitions]



Appendix B

PRODUCT SPECIFIC TERMS AND CONDITIONS

The following terms and conditions apply only to the extent of the specific Services to which they relate, and are incorporated with and into the Service Agreement with respect to such Services only.

I. SCHOOX LEARNING PLATFORM

1. **Access to the Schoox Learning Platform.** Subject to the Service Agreement, Schoox shall make the Schoox Learning Platform available to Customer during the applicable Service Term for access and use by Customer's Authorized Users.
2. **User IDs.** When Customer's Academy is activated, the Customer Administrator will have the ability to register a unique user login identifier for access to the Services (a "**User ID**") for each of its Authorized Users. Customer is responsible for (i) maintaining the confidentiality of its User IDs and passwords, (ii) any and all activities that occur while operating the Services under each such User ID, and (iii) compliance by its Authorized Users with the Service Agreement, including, without limitation, the Acceptable Use Policy. Customer agrees to immediately notify Schoox of any unauthorized use of a User ID or violation of any provision of the Service Agreement by an Authorized User.
3. **Overages and Add-On Orders.** Customer's account for the Schoox Learning Platform is limited to the number of Entitlements specified in the applicable Order. If Schoox determines that Customer's use of the Services exceeds the Entitlements, then Schoox will invoice Customer and Customer agrees to pay the charges relating to such overage at the applicable rate specified in the Order. For the avoidance of doubt, an Authorized User who has been deactivated by the Customer Administrator and who no longer has access to the Customer's Academy will not be included in the calculation of overage fees. At Customer's option, Customer may sign an Add-On Order to purchase additional Entitlements (e.g., increase the number of Authorized Users or Locations) during the Service Term at the unit rate applicable to Customer's account at the time of such purchase. Unless otherwise agreed by Schoox in writing, Customer may only reduce its Entitlements upon renewal of the Service Term. In addition, Customer shall not be entitled to any refund of fees paid or relief from fees due if the volume of Entitlements used by Customer is less than the Entitlements purchased, and Customer may not carry over any of the unused Entitlements to a subsequent Service Term.
4. **Excessive Usage.** During times of prolonged Excessive Use of the Schoox Learning Platform, Schoox reserves the right to charge Customer additional fees not exceeding Schoox's incremental costs for such Excessive Use and/or impose additional reasonable restrictions on Customer's use of the Service. The term "**Excessive Use**" means storing Customer Content in an excessive manner or otherwise misusing the Service in a way that imposes an unreasonable data load that consumes extraordinary resources (memory, server space, bandwidth, etc.) during two (2) or more consecutive calendar months as compared to the anticipated standard use of the Schoox Learning Platform. Schoox will notify Customer at least thirty (30) days prior to imposing any additional charges or taking any other corrective measures to address any such Excessive Use.
5. **Service Level Agreement.** Schoox will make the Schoox Learning Platform available 99.9% of the time, excluding any Excused Downtime (the "**Service Availability Commitment**"). In each calendar month, "**Service Availability**" is calculated as follows:

$$\text{Service Availability} = \frac{\text{Total minutes the Schoox Learning Platform is available during such month} \times 100}{\text{Total minutes in such month minus Excused Downtime}}$$

Customer will receive a Credit for each full hour of downtime exceeding the Service Availability Commitment in a given month. A "**Credit**" will be calculated as five percent (5%) of the applicable monthly fees for the affected Service, and may be applied by Customer towards the following: (i) add-on orders or upgrades to Services during the current Service Term; (ii) fees applicable to a Renewal Service Term; or (iii) in the event Customer elects not to renew the Service Term, a service extension of the current Service Term for a duration of time valued at the amount of the Credit. In order to receive a Credit, Customer must contact Schoox Support within ten (10) days of the end of the calendar month in which the event giving rise to such Credit occurred. Credits are based on monitoring, shall not exceed 100% of the applicable monthly fees, may not be carried over or aggregated, are forfeited at the expiration or termination of the Service Agreement, and will not be paid or provided as a cash refund. Any monetary damages available to Customer as the result of Schoox's breach of the Service Agreement shall be reduced by any Credit(s) received by Customer under this Section relating to such breach and any such Credit(s) shall apply toward the limitation of Schoox's liability under the Service Agreement. Service Availability status reports are accessible at <https://status.schoox.com>.



6. **Implementation.** Professional Services provided by Schoox in connection with the initial implementation and on-boarding of Customer's Academy are subject to the Implementation and Professional Services Guide accessible on Schoox's Website (the "***Implementation and Professional Services Guide***").
7. **AI Functionality.** To the extent Customer uses any AI Functionality provided by Schoox or enables such use by its Authorized Users, Customer, on behalf of itself and its Authorized Users, consents to and agrees to comply with Schoox's AI Functionality Policy available on Schoox's Website (the "***AI Functionality Policy***").

II. LICENSED CONTENT

1. **Access to the Licensed Content.** The Licensed Content is licensed, not sold, to Customer by Schoox, for use only in accordance with this Service Agreement. Schoox grants to Customer a non-exclusive, non-transferable (except as permitted in these Terms), non-sublicensable, limited right and license to access and use the Licensed Content during the applicable Service Term for Customer's internal business purposes only.
2. **Add-On Orders.** Access to the Licensed Content is limited to the number of licenses designated in the Order. If additional licenses are required during the Service Term, Customer may sign an Add-On Order purchasing additional licenses or course registrations at the unit rate applicable to Customer's account at the time of such purchase. Unless otherwise agreed by the Parties in writing, any such add-on licenses will be co-terminus with the Service Term applicable to the original Order and (if applicable) will automatically renew with such Service Term.
3. **Restrictions on Use of Licensed Content.** Customer's use of the Licensed Content is subject to the following limitations:
 - a. Customer will only allow access to the Licensed Content by its Authorized Users through the Schoox Learning Platform or a comparable LMS platform provided to Customer by a third party (in either case, the "***LMS Platform***") using authorized user credentials provided by the LMS Platform provider.
 - b. Customer will not capture or download the Licensed Content except as expressly permitted by the LMS Platform.
 - c. Customer will not copy or modify the Licensed Content or any related documentation provided by Schoox or its licensors in any way. Customer will not alter, remove, cover or obfuscate any copyright or trademark notices or other proprietary notices in the Licensed Content.
 - d. Customer will not use the Licensed Content or any part thereof for any promotional, marketing, advertising or other commercial purpose, other than Customer's internal business purposes.
 - e. Customer will not decompile, disassemble, reverse engineer, or in any way derive source code from any of the Licensed Content.
 - f. Customer remains responsible for compliance with these Terms and the Acceptable Use Policy by each Authorized User.
4. **Third-Party Licensors.** Customer acknowledges that the Licensed Content is created by and licensed from third-party content creators, and that Schoox is a reseller of such Licensed Content. A third-party licensor may enforce the Service Agreement on behalf of itself and Schoox in order to protect its Intellectual Property Rights from any violation of the Service Agreement by Customer and/or its Authorized Users. Customer further acknowledges and agrees that (a) Schoox does not develop and does not control any third-party content or third-party licensor; (b) Schoox is not responsible for the content, accuracy, timeliness or quality of Licensed Content, and (c) Customer's use of Licensed Content may be subject to additional terms and conditions required by the applicable third-party licensor.
5. **Food Safety Compliance Training.** *This provision applies only to the extent Customer's Order includes Licensed Content for food safety compliance training (the "***Food Safety Content***").* Fees for Services do not include any fees or assessments charged by state and/or local health departments or other regulatory agencies (the "***Agency Assessments***") that Schoox is charged in connection with Customer's use of the Food Safety Content. Schoox will pay such Agency Assessments to the applicable state and/or local health department or other regulatory agency on behalf of Customer, and will invoice Customer for the same within sixty (60) days of Schoox's payment thereof. Customer acknowledges and agrees that: (a) Agency Assessments are determined by the relevant authority; (b) Agency Assessments are subject to change; (c) Schoox has no control over the amount of Agency Assessments or the frequency by which such assessments are charged by the relevant authority; (d) Agency Assessments cannot be discounted by Schoox; and (e) Agency Assessments are in addition to all fees for Services invoiced by Schoox to Customer. Customer's failure to timely pay any invoice for the Agency Assessments constitutes a material breach of the Service Agreement.



III. SUPPORT SERVICES

1. **Support Access.** To the extent that Support Services are provided to Customer by Schoox in connection with the Schoox Learning Platform or Licensed Content, Customer authorizes and consents to Schoox's on-going access to Customer's network and Academy or other LMS Platform (as the case may be) (the "**Support Access**") in order to timely resolve any performance issues and respond to Customer's requests for support. Customer's authorization of and consent to the Support Access is deemed provided each time Customer submits a support request or service ticket to Schoox. Support Access will be limited to Schoox's authorized support personnel only, and Schoox will ensure that proper access controls for the Support Access are implemented and enforced.
2. **Support Case Management.**
 - a. **Priority Designations.** Upon receipt of a support incident notification from the Customer Administrator, Schoox will assign the case a priority level based on the severity of incident and will resolve such matter accordingly, including by providing a temporary or so-called "workaround" solution for the issue causing a support incident until a permanent fix is available.
 - b. **Customer Obligations.** Customer agrees to cooperate with Schoox to resolve a support case, including by providing information describing the support incident so that Schoox may accurately diagnose, prioritize and resolve such incident. Schoox's support obligations are contingent upon Customer's prompt response to reasonable requests from Schoox relating to the resolution of a support case. In addition, Customer shall use reasonable efforts to notify Schoox via email to support@schoox.com at least two (2) Business Days before scheduled maintenance or modification of Customer's systems or a change in Customer's personnel (including the Customer Administrator) that may impact the Services.
3. **Unsupported Use.** Schoox is not obligated to provide support, respond to Customer's incident notifications, or resolve any issue that Schoox determines, in its sole discretion, is caused by any of the following (each an "Unsupported Use"): (i) Customer's use of the Services on devices or browsers other than those recommended by Schoox; (ii) Customer's failure or refusal to follow the then-current APIs, documentation and specifications provided to Customer by Schoox; (iii) Customer's use of systems and Interfaces operated by third parties, such as telecommunications providers, payment processors, financial institutions, payment networks and others; and (iv) Customer's breach of the Service Agreement, including Schoox's Acceptable Use Policy.

IV. PROFESSIONAL SERVICES

Professional Services provided by Schoox to Customer pursuant to an Order or statement of work ("**SOW**") are subject to Schoox's Implementation and Professional Services Guide accessible on Schoox's website.

V. MARKETPLACE SERVICES

1. **Defined Terms.** For the purposes of this Section V relating to Marketplace Services only, the following terms will have the meanings set forth below:
 - a. "**Content Buyers**" means Customer's External Users who purchase Customer Content from Customer through the Schoox Marketplace.
 - b. "**Marketplace Revenue**" means all amounts (less any applicable Sales Tax) collected by or on behalf of Customer for the sale of Customer Content to Content Buyers through the Schoox Marketplace.
 - c. "**Payment Processor**" means a third-party payment processor, such as PayPal® or Stripe®.
 - d. "**Sales Tax**" means transaction-based taxes applicable to sales of Customer Content through the Schoox Marketplace.



2. **Marketplace Services.** Through the Schoox Marketplace, Schoox enables Customer to sell Customer Content to Content Buyers via the Schoox Learning Platform using third-party payment processing services (the “**Marketplace Services**”), which may be facilitated by Schoox. All transactions conducted using the Marketplace Services may be subject to and governed by such guidelines as Schoox may post from time to time (the “**Marketplace Guidelines**”), as well as these Terms. Any such Marketplace Guidelines are subject to change without prior notice in Schoox’s sole discretion. Customer is responsible for reviewing any Marketplace Guidelines before conducting a transaction through the Schoox Marketplace. Schoox may suspend the Marketplace Services at any time in its sole discretion.
3. **Customer Content.** Customer is solely responsible for Customer Content sold through the Schoox Marketplace, including providing support to Content Buyers. This includes, but is not limited to, providing complete and accurate information about the Customer Content to a Content Buyer, disclosing any restrictions and requirements that may apply (such as proficiency, equipment, technology requirements, etc.), and delivering Customer Content to such Content Buyer in accordance with the terms of the applicable transaction between Customer and such Content Buyer. Customer acknowledges and agrees that Schoox is not obligated to mitigate any disputes between Customer and any Content Buyer, and that use of the Marketplace Services by Customer and any Content Buyer will comply with Schoox’s Acceptable Use Policy. Under no circumstances is Schoox responsible or liable for providing refunds for any Customer Content cancelled or rejected by a Content Buyer. Unless otherwise agreed by the Parties in writing, nothing in these Terms obligates Customer to utilize the Marketplace Services or generate a minimum amount of Marketplace Revenue. The Marketplace Services are provided “AS IS” and any transactions and dealings are at Customer’s and any Content Buyer’s sole risk.
4. **Third-Party Payment Processing.** At Schoox’s election, Schoox may facilitate payments for sales of Customer Content through the Schoox Marketplace using one or more Payment Processors. Customer’s use of a Payment Processor’s service may be subject to additional terms required by such Payment Processor. Schoox is not responsible or liable for any actions taken by a Payment Processor, including without limitation, declining a transaction, holding funds or requesting additional information. If applicable, Schoox merely facilitates such transactions by collecting necessary information from Customer and the Content Buyer and submitting it to the applicable Payment Processor. If required by applicable law, Schoox and/or the Payment Processor will add any required Sales Tax to the price of Customer Content, and will remit the same to the appropriate taxing authorities, consistent with applicable law. Otherwise, neither Schoox nor a Payment Processor has any responsibility or liability for the collection or remittance of any tax in connection with sales through the Schoox Marketplace. Notwithstanding the foregoing, Schoox reserves the right to discontinue facilitating third-party payment processing, in which case Customer will be solely responsible for processing such payments directly with its Content Buyers.
5. **Marketplace Fees.** When Customer sells Customer Content through the Schoox Marketplace, Schoox will be entitled to a percentage (to be confirmed by Schoox in writing) of Customer’s Marketplace Revenue as Schoox’s fees for the provision of Marketplace Services (the “**Marketplace Fees**”). If Schoox facilitates third-party payment processing for such sales, Schoox will either (a) remit the balance of the Marketplace Revenue less the Marketplace Fees to Customer within thirty (30) days of the end of the month in which Schoox collects such Marketplace Revenue, or (b) upon notice to Customer, retain Customer’s entire portion of the Marketplace Revenue to offset any other amounts due and payable to Schoox by Customer under the Service Agreement between the Parties. If Schoox does not facilitate third-party payment processing for such sales, Schoox will invoice Customer for the Marketplace Fees.

[End of Appendix B – Product Specific Terms and Conditions]

