

Skills4Good Master Terms & Conditions of Service

This managed services subscription agreement is made up of these Terms & Conditions of Service (including any Annexes and Appendices hereto, "**Terms**") together with any current or future Proposals/Order Forms, which are all incorporated into this agreement by this reference (collectively, "**Agreement**"). It is made between Customer ("**Customer**" or "**you**") and Skills4Good ("**Skills4Good**") as identified on the Proposal/Order Form. Customer and Skills4Good shall each be referred to as a "**Party**" and collectively referred to as the "**Parties**" for purposes of this Agreement.

THIS AGREEMENT IS A BINDING CONTRACT AND GOVERNS THE USE OF AND ACCESS TO THE COMPLIANCE PACKAGES AND PROFESSIONAL SERVICES BY CUSTOMER, AGENTS, AND AUTHORIZED USERS IN CONNECTION WITH PAID SUBSCRIPTIONS FOR COMPLIANCE PACKAGES AND PAID FEES FOR PROFESSIONAL SERVICES.

By accepting this Agreement, either by accessing or using a Compliance Package or Professional Services, or authorizing or permitting any Agent or Authorized User to access or use a Compliance Package or Professional Services, Customer agrees to be bound by this Agreement as of the date of such access or use of the Compliance Package or Professional Services (the "**Effective Date**"). If Customer is entering into this Agreement on behalf of a company, organization, or another legal entity (an "**Entity**"), Customer is agreeing to this Agreement for that Entity and representing to Skills4Good that Customer has the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "**Customer**," or "**Customer's**" herein refers to such Entity and its Affiliates. If Customer does not have such authority, or if Customer disagrees with this Agreement, Customer must not use or authorize any use of the Compliance Packages or Professional Services.

This Agreement establishes the terms and conditions under which Customer obtains Skills4Good's Compliance Packages and Professional Services as described in a Proposal/Order Form signed or agreed to by Customer. In the event of any inconsistency or conflict between the terms of this Agreement and the terms of a Proposal/Order Form, the terms of the Proposal/Order Form shall control.

General Terms and Conditions

SECTION 1. ACCESS TO COMPLIANCE PACKAGES

1.1 Compliance Package. "**Compliance Package**" means Skills4Good's subscription-based privacy and artificial intelligence (AI) compliance support packages (including any third-party software which is part thereof) as described in and ordered by Customer in a Proposal/Order Form. Each Compliance Package contains a bundle of Deliverables that Skills4Good provides to Customer as ordered and paid for by Customer following the corresponding Proposal/Order Form. Skills4Good will provide and implement the Compliance Package to Customer in a commercially reasonable and professional manner, keeping with industry standards and practices and following applicable laws and regulations. Skills4Good shall be entitled, in its sole discretion, to determine the method and means for delivering the Compliance Package. Skills4Good may use the services of subcontractors in the delivery of the Compliance Package under this Agreement. Skills4Good employees and subcontractors shall remain under its direction and control.

A **Proposal/Order Form** shall specify, among others, the term of authorized use of the Compliance Package ("**Subscription Term**"), the fees and other charges for the Compliance Package, any payment terms, Deliverables, the scope of use, and the numbers, types, and identifiers of Authorized Users, applications, and locations at or through which Customer is permitted to use the Compliance Package and any Professional Services. Each Proposal/Order Form is incorporated into and made a part of this Agreement for that order. Customer shall pay each invoice in US dollars unless otherwise stated in the Proposal/Order Form.

1.2 Professional Services. "**Professional Service**" means other services that Customer requests and which Skills4Good agrees to render outside the scope of Customer's Compliance Package. It may include customized onsite or virtual training, additional or modified Deliverables outside Customer's Compliance Package, or other related services. Professional Services are separately ordered from the Compliance Package and are not required for the Compliance Package. Professional Services may be set out in the same Proposal/Order Form as the Compliance Package or a separate Proposal/Order Form. Customer shall pay the Professional Services Fees, including reasonable travel expenses, in full as provided in the Proposal/Order Form. Customer shall pay each invoice in US dollars unless otherwise stated in the Proposal/Order Form. Skills4Good will provide the Professional Services to Customer in a commercially reasonable and professional manner, keeping with industry standards and practices and following applicable laws and regulations. Skills4Good shall be entitled, in its sole discretion, to determine the method and means for performing the Professional Services. Skills4Good may use the services of subcontractors in the performance of the Professional Services under this Agreement. Skills4Good employees and subcontractors shall remain under its direction and control.

1.3 Modifications. Customer acknowledges that Skills4Good may modify the features and functionality of the Compliance Packages during the Subscription Term. Skills4Good shall provide Customer thirty (30) days advance notice of any deprecation of any material feature or functionality. Skills4Good will not materially decrease the overall functionality of the Compliance Package purchased by Customer during the Subscription Term.

SECTION 2. USE OF THE COMPLIANCE PACKAGES

2.1 Compliance. As between Customer and Skills4Good, Customer is responsible for compliance with the provisions of this Agreement by Agents and Authorized Users and for any and all activities that occur under Customer's Account, which Skills4Good may verify from time to time. Without limiting the foregoing, Customer will ensure that Customer's use of the Compliance Package is compliant with all applicable laws and regulations as well as any and all agreements or other obligations Customer may maintain or enter into with Agents or Authorized Users.

2.2. Customer Warranties & Obligations. Customer is responsible for directing, participating, and cooperating with Skills4Good during the implementation of the Compliance Package. Customer represents and warrants that it has the rights necessary to provide the Customer Data and any software applications, solutions, hardware, and any other technology, information, or materials provided by Customer to Skills4Good for use by Skills4Good in the provision of the Compliance Package or Professional Services. Customer is responsible for all Authorized Users' use of the Compliance Package and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, completeness, quality, and legality of all Customer Data; (b) not attempt to gain access to the Compliance Package or its related

systems in a manner not outlined in this Agreement; and (c) prevent unauthorized access to or use of the Compliance Package, and notify Skills4Good promptly of such unauthorized access or use.

2.3. No Legal Advice. Customer acknowledges that Customer shall always remain responsible for Customer's compliance with all applicable laws and regulations. The Compliance Packages, Professional Services, Deliverables, materials, or information provided by Skills4Good are legal information, are not intended, and should not be taken as legal advice. They provide current best practices but do not create an attorney-client relationship and cannot substitute for legal advice. Customer acknowledges that Customer has the best knowledge of its practices and information and that Skills4Good does not and cannot be expected to have equal knowledge of Customer's practices or information. Customer acknowledges that Customer will seek legal advice from outside counsel if it deems necessary to do so at Customer's sole discretion. Customer shall be responsible for ensuring that any information provided to Skills4Good in connection with the Compliance Package and Professional Services is accurate and complete.

2.4 No Competitive Access. Customer may not access the Compliance Packages for competitive purposes or if Customer is a competitor of Skills4Good.

SECTION 3. TERM, CANCELLATION AND TERMINATION

3.1 Term. The term of this Agreement commences on the Effective Date as set out in the Proposal/Order Form and continues until the stated terms in all Proposals/Order Forms have expired or have otherwise been terminated in accordance with the terms set forth in this Section. Unless Customer's subscription to a Compliance Package is terminated in accordance with this Agreement or the applicable Proposal/Order Form (a) Customer's subscription to a Compliance Package (including any and all deployed associated Compliance Packages) will automatically renew for a Subscription Term equivalent in length to the then-expiring Subscription Term; and (b) the Subscription Fees applicable to any subsequent Subscription Term shall be Skills4Good's standard Subscription Fees for the applicable Compliance Packages at the time of such renewal.

3.2 Cancellation. Either Party may elect to cancel Customer's subscription to a Compliance Package at the end of Customer's then-current Subscription Term by providing written notice at least thirty (30) calendar days before the last day of the then-current Subscription Term. Any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the initial term and the Renewal Term.

3.3 Termination for Cause.

3.3.1 Each Party may terminate this Agreement upon written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors in any jurisdiction that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors.

3.3.2 Either Party may terminate a Compliance Package or Professional Services effective immediately upon written notice if the other Party materially breaches a material obligation under this Agreement or the applicable Proposal/Order Form for the affected Compliance Package or Professional Service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching Party. Professional Services are separately ordered from the Compliance Package and are not required for the Compliance Package. A breach by a Party of its obligations concerning Professional Services shall not by itself constitute a breach by that Party of its obligations concerning the Compliance Package, even if the services are enumerated in the same Proposal/Order Form.

3.3.3 Except as set forth in a Proposal/Order Form, Skills4Good may terminate any Proposal/Order Form by giving Customer fifteen (15) calendar days prior written notice in the event: (i) Customer repeatedly fails to perform Customer's obligations under this Agreement resulting in the inability of Skills4Good to meet its obligations and time frame commitments, or (ii) it is determined that the information provided by Customer, or lack thereof, to Skills4Good during the customer discovery stage or thereafter is materially inaccurate.

3.4 Effect of Termination.

Upon expiration or other termination of the Compliance Package or Professional Services, Customer shall stop using, and Skills4Good shall stop providing, the terminated Compliance Package or Professional Services.

(a) If Customer terminates the Compliance Package due to Skills4Good's uncured material breach in accordance with Section 3.3, then Skills4Good shall refund to Customer, within thirty (30) days after the effective date of termination, any prepaid amounts for the remaining portion of the Subscription Term for the terminated Compliance Package.

(b) If Customer terminates Professional Services due to Skills4Good's uncured material breach in accordance with Section 3.3, then Skills4Good shall refund to Customer, within thirty (30) days after the effective date of termination, any prepaid amounts for unperformed Professional Services under the applicable Proposal/Order Form.

(c) If Skills4Good terminates the Compliance Package due to Customer's uncured material breach in accordance with Section 3.3, then Customer shall pay to Skills4Good, within thirty (30) days after the effective date of termination, any unpaid fees covering the remainder of the Subscription Term according to all applicable Proposal/Order Forms. In no event will Skills4Good's termination for cause relieve Customer of Customer's obligation to pay any fees payable to Skills4Good for the period before termination.

(d) If Skills4Good terminates Professional Services due to Customer's uncured material breach in accordance with Section 3.3, then Customer shall pay to Skills4Good, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Professional Services that would have been payable for the remainder of the Term according to all applicable Proposal/Order Forms. In no event will Skills4Good's termination for cause relieve Customer of Customer's obligation to pay any fees payable to Skills4Good for the period before termination.

(e) Except for Customer's termination under Section 3.3, if Customer cancels or terminates Customer's subscription to a Compliance Package before the end of Customer's then-effective Subscription Term, or to Professional Services before its complete delivery, in addition

to any other amounts Customer may owe Skills4Good, Customer must immediately pay, within thirty (30) days from date of written notice of such cancellation or termination, any and all unpaid Subscription Fees associated with the remainder of such Subscription Term relating to the Compliance Package according to all applicable Proposal/Order Forms; and any and all unpaid fees for the terminated Professional Services that would have been payable for the remainder of the Term according to all applicable Proposal/Order Forms.

(f) Upon expiration or other termination of the Compliance Package or Professional Services, Customer shall be eligible to request access to Customer's Data following Section 3.6.

3.5 No Refunds. Except for Customer's termination rights under Section 3.3, no refunds or credits for Subscription Fees or other fees or payments will be provided if Customer terminates a subscription to a Compliance Package before the end of a Subscription Term or terminates Professional Services before the end of its term.

3.6 Access to Customer Data. Following the end of the Subscription Term, where Customer has not renewed, Customer shall have thirty (30) days to request Skills4Good that Customer's Data be made available to Customer for export or download after the effective date of termination or expiration of Customer's account unless Skills4Good has suspended or terminated Customer's account due to Customer's breach of the Agreement, in which case Customer's Data will be available for download until Skills4Good notify Customer of such suspension or termination. Skills4Good shall use commercially reasonable efforts to make available this data within thirty (30) days. If the Parties, working together in good faith, determine that the data output for export or download is not routine, the Parties shall mutually agree on a Proposal/Order Form for Professional Services. After such thirty (30) day period, Skills4Good shall have no obligation to maintain or provide access to any Customer Data and shall promptly thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

SECTION 4. BILLING, PLAN MODIFICATIONS AND PAYMENTS

4.1 Payment and Billing. Unless otherwise expressly set forth in this Agreement or Proposal/Order Form, all Subscription Fees are due in full upon commencement of Customer's Subscription Term. Customer is responsible for providing valid and current payment information and agrees to promptly update Customer's Account information, including payment information, with any changes that may occur (for example, a change in Customer's billing address or credit card expiration date). If Customer fails to pay Customer's Subscription Fees or any other charges indicated on any Proposal/Order Form within five (5) days of Skills4Good's notice to Customer that payment is delinquent, or if Customer does not update payment information upon Skills4Good's request, in addition to Skills4Good's other remedies, Skills4Good may suspend access to and use of the Compliance Packages by Customer, Agents, and Authorized Users.

Customer shall pay each invoice in US dollars unless otherwise stated in the Proposal/Order Form. If Customer specifies in a Proposal/Order Form that it is issuing a purchase order for such Proposal/Order Form, then Skills4Good shall reference the applicable Customer purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order number to Skills4Good at least five (5) business days before the date of the applicable Skills4Good invoice.

Late payments shall accrue interest at one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts for the Compliance Package or Professional Services owed hereunder, Skills4Good may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from the date of Skills4Good's written notice to cure the failure. If Customer fails to cure the delinquency, Skills4Good may, in addition to its other rights and remedies provided hereunder or at law, terminate or suspend the affected Compliance Package or Professional Services.

4.2 Upgrades. If Customer chooses to upgrade Customer's Compliance Package or add other Deliverables during Customer's Subscription Term, any incremental Subscription Fees associated with such upgrade or addition will be charged following the remaining Subscription Term. Customer's Subscription Fees will reflect any upgrades in any subsequent Subscription Term.

4.3 Downgrades. Customer may not downgrade Customer's Compliance Package Plan or reduce the Deliverables during any Subscription Term. If Customer desires to downgrade Customer's Compliance Package or reduce the Deliverables under any Compliance Package for a subsequent Subscription Term, Customer must provide Skills4Good with thirty (30) days' written notice before the end of Customer's then-current Subscription Term. Downgrading Customer's Compliance Package may cause a loss of content, features, or capacity of the Compliance Package as available to Customer under Customer's Account, and Skills4Good is not responsible for such loss.

4.4 Taxes. Unless otherwise stated, all payments this Agreement requires are exclusive of federal, state, local, and foreign taxes, duties, tariffs, levies, and similar assessments. Customer agrees to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees, and charges of any kind, including sales, use excise or value-added taxes, and all other similar charges (collectively, "Taxes") which are imposed on transactions under this Agreement by or under the authority of any government body, excluding Taxes based solely on Skills4Good's net income. Customer shall make all payments required without deduction of any Taxes, except as required by law, in which case the amount payable shall be increased as necessary so that after making any required deductions and withholdings, Skills4Good receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Skills4Good will invoice Customer for such Taxes if Skills4Good believes Skills4Good has a legal obligation to do so and Customer agrees to pay such Taxes if invoiced. Skills4Good agrees to exempt Customer from any taxes for which Customer provides to Skills4Good a tax exemption certificate; provided, however, that no such exemption shall be extended to Customer following written notice to Skills4Good from a taxing authority of appropriate jurisdiction that Customer does not qualify for the claimed exemption.

4.5 Payment Agent. If Customer pay by credit card or certain other payment instruments, Skills4Good may provide an interface for the Account owner to change credit card information (e.g., upon card renewal). Payments made by credit card, debit card, or certain other payment instruments for the Compliance Packages may be billed and processed by Skills4Good's Payment Agent. In such case, Customer hereby authorizes the Payment Agent to bill Customer's credit card or another payment instrument in advance periodically following the terms of the Compliance Package and for periodic Subscription Fees applicable to deployed associated Compliance Packages to which Customer subscribes until Customer's subscription to the Compliance Packages terminates, and Customer further agrees to pay any Subscription Fees so incurred. If applicable, Customer hereby authorizes Skills4Good and the Payment Agent to charge Customer's credit card or another payment instrument to establish prepaid credit. The Account owner will receive a receipt upon each acceptance of payment

by the Payment Agent. To the extent the Payment Agent is not Skills4Good, the Payment Agent acts solely as a billing and processing agent for and on behalf of Skills4Good and shall not be construed to provide the applicable Compliance Package. The Payment Agent may use a third-party intermediary to manage credit card processing. This intermediary is not permitted to store, retain or use Customer's billing information except to process Customer's credit card information for the Payment Agent.

4.6 Payment Portals. If Customer requires Skills4Good to use a vendor payment portal or service portal that charges Skills4Good a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, Customer shall be invoiced by Skills4Good for, and Customer is obligated to pay, the cost of this fee, if and when incurred, within 30 days from invoice date.

SECTION 5. CONFIDENTIAL INFORMATION

In connection with the Compliance Packages and Professional Services, each Party will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted under this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation.

Except for Skills4Good's Non-Disclosure Agreement (where executed by Customer), the provisions of this Section 5 shall control over any non-disclosure agreement by and between the Parties, and any such non-disclosure agreement shall have no further force or effect concerning the exchange of Confidential Information after the execution of this Agreement. This section shall not apply to any information which (a) was publicly known before the time of disclosure by the disclosing Party or (b) becomes publicly known after such disclosure through no action or inaction of the receiving Party in violation of this Agreement. For clarity, any exchange of Confidential Information before the execution of this Agreement shall continue to be governed by any such non-disclosure agreement. Given the unique nature of Confidential Information, the Parties agree that any violation or threatened violation by a Party to this Agreement concerning Confidential Information may cause irreparable injury to the other Party. Therefore, the Parties agree that such violation or threatened violation shall entitle the other Party to seek injunctive or other equitable relief in addition to all legal remedies.

Each Party's obligations outlined in this Section 5 shall remain in effect during the Term and three (3) years after the expiration or termination of this Agreement, provided that each Party's obligations outlined in Section 5 concerning Personally Identifiable Information shall remain in effect indefinitely. The Receiving Party shall promptly return to the Disclosing Party or destroy (with certification of such destruction provided by the Receiving Party upon request of the Disclosing Party) all Confidential Information of the Disclosing Party in its possession or control, other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, upon request from the Disclosing Party, or expiration or termination of this Agreement. The Receiving Party may also securely retain one copy of materials embodying Confidential Information in its files solely for record purposes.

SECTION 6. PROPRIETARY RIGHTS

6.1 Ownership of Skills4Good Intellectual Property. Skills4Good and its licensors own all rights, titles, and interests in and to the Compliance Packages, Deliverables, Professional Services, and other Skills4Good Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Skills4Good reserves all rights, title, and interest in and to the Compliance Packages, Deliverables, and Professional Services, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Skills4Good shall have a royalty-free, worldwide, non-exclusive, transferable sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Compliance Packages, Deliverables, Professional Services, and any suggestions, enhancements, recommendations, or other feedback provided by Customer relating to the Compliance Packages, Deliverables, and Professional Services.

6.1.1. Compliance Packages and Professional Services. All right, titles, and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Skills4Good in the course of performing the Compliance Packages and Professional Services or co-developed by the Parties hereunder, including all trade secrets, copyrights, and other Intellectual Property Rights on it (together the "Skills4Good Intellectual Property") vests in Skills4Good. Nothing in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein.

6.1.2. Non-transferable License. Subject to 6.1.1 above, Skills4Good grants Customer a non-transferable and non-assignable term license to access and use the Skills4Good Intellectual Property that Skills4Good incorporates into Compliance Packages, Deliverables, Professional Services, and provided to Customer hereunder, without further license fees. Customer may only use the Compliance Package, Deliverables, and Professional Services in connection with its authorized use of them, as such are defined under this Agreement between the Parties and only during the term set forth therein.

6.2. License Grant. Skills4Good grants Customer and its Affiliates a non-sublicensable, non-transferable, non-exclusive right to access and use the Compliance Package, Deliverables, Professional Services, and other Skills4Good Intellectual Property Rights in accordance with the Agreement, and solely for Customer's and its Affiliates' internal business purposes. Customer will not be provided with and shall have no right to any software code, and Skills4Good reserves the right to suspend access to the Compliance Package or Professional Services for scheduled maintenance or emergency maintenance that it or a third-party conducts. Customer is responsible for Authorized Users' use of the Compliance Package, Deliverables, Professional Services, and other Skills4Good Intellectual Property Rights in accordance with the Agreement.

6.2.1 Third-Party Materials. The Compliance Package, Deliverables, and Professional Services may contain hyperlinks or references to other resources, websites, and databases, the content of which has not been authored or vetted by Skills4Good. Skills4Good is not responsible for the availability of the contents, products, or other materials available on or through such external sites.

6.2.2 Third-Party Software. Customer acknowledges that the Compliance Package, Deliverables, and Professional Services may contain

software obtained under a license from Skills4Good's Affiliates and suppliers (collectively, "Third Party Software"). All third-party licensors and suppliers retain all rights, titles, and interest in and to such Third Party Software and all copies of it, including all Intellectual Property Rights. Customer's use of any Third Party Software shall be subject to, and Customer shall comply with, the terms and conditions of this Agreement.

6.3. License Restrictions. Customer shall not, nor permit others to: (a) provide access to the Compliance Package, Deliverables, Professional Services, and to any third party (except Authorized Users) or otherwise permit a third party (except Authorized Users) to use or benefit from them, (b) copy, modify, or reverse engineer the Compliance Package or Professional Services, or otherwise attempt to discover any source code or underlying technical information (except to the limited extent that applicable law prohibits such restrictions), (c) use or export the Compliance Package or the Deliverables: (i) in breach of any applicable laws, regulations, embargoes, restrictive measures, or the ; or (ii) to any country for which the United States or any other government, at the time of export, requires an export license or other governmental approval, without first obtaining such license or approval, (d) access, store, or transmit any viruses, spam, duplicative messages, or any material that is unlawful or harmful, (e) for data in or from the United States, input any Protected Health Information (as the term is defined in the Health Insurance Portability and Accountability Act of 1996 (as amended, superseded, or replaced, "HIPAA") in the Compliance Package or the Deliverables, (f) use the Compliance Package or the Deliverables: (i) to try to gain unauthorized access to any service, device, data, account, or network, (ii) send or store any content that is unlawful, abusive, or obscene, or (iii) in a manner that infringes Intellectual Property Rights (g) license, sub-license, sell, resell, lease, transfer, distribute, or timeshare the Compliance Package, Deliverables, Professional Services, or , (h) create derivative works based on or otherwise modify the Compliance Package, Deliverables, Professional Services, or , (i) disassemble, reverse engineer or decompile the Compliance Package, Deliverables, Professional Services, or , (j) access the Compliance Package, Deliverables, Professional Services, or to develop a competing product or service, (k) use the Compliance Package, Deliverables, Professional Services, or to provide a service for others, (l) use the Compliance Package or the Deliverables Platform to operate more or different types of applications than permitted under the applicable Proposal/Order Form, (m) remove or modify copyright or other proprietary rights notice on or in the Compliance Package, Deliverables, Professional Services, or , or (n) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification, or authentication mechanisms implemented in or by the Compliance Package, Deliverables, Professional Services, or .

Skills4Good shall not be responsible for any Authorized Users' use of third-party software, tools, materials, or systems accessed from the Compliance Package, Deliverables, or Professional Services. Except to the extent caused by a breach of the Agreement by Skills4Good, Customer is responsible for (i) all activity occurring under Customer's user accounts; (ii) Customer Data and shall hold Skills4Good and its Affiliates harmless and indemnify them for all claims, losses, damages, liabilities, costs (including legal fees) and expenses arising out of or relating to Customer Data. Customer shall maintain the copyright notices on any materials relating to the Compliance Package, Deliverables, or Professional Services. Skills4Good may, in its sole discretion, issue new releases for the Compliance Package, Deliverables, or Professional Services, including upgrades, features, fixes, or patches ("Upgrades"), which will be included in the fees for the Compliance Package and Professional Services and will be made available.

6.4. Customer Data. As between Customer and Skills4Good, Customer owns its Customer Data. All Customer Confidential Information and all Personally Identifiable Information supplied by Customer or Personally Identifiable Information input by Customer or its authorized agents shall remain the Customer's property.

6.4.1. Right to Use Customer Data. For the Term of this Agreement, Customer grants Skills4Good a non-exclusive, non-transferable, worldwide right to use Customer Data strictly and exclusively for the limited purpose of providing the Compliance Package, Deliverables, Professional Services, or to Customer.

6.4.2 Protection and Security. Skills4Good shall use commercially reasonable efforts to protect Customer Data against unauthorized access, disclosure, or use of such Customer Data. Customer acknowledges and agrees that it is solely responsible for (a) the accuracy, quality, and legality of all Customer Data, (b) all changes, additions to, or deletions of Customer Data that are made using Customer's passwords and other login credentials, (c) the security of all passwords and other login information required in order to access the Service, and (d) the security of all Customer Data sent to Skills4Good via unsecured or unencrypted methods. If Skills4Good processes Personal Information about Data Subjects (as defined in the Skills4Good Data Processing Addendum), the Data Processing Addendum attached as Exhibit A hereto and incorporated herein shall apply. Customer agrees that it will specify on the applicable Proposal/Order Form when Customer Data includes Personal Information about Data Subjects. With regard to the subject matter of the Data Processing Addendum, in the event of any conflict between the terms of the Data Processing Addendum and any other agreements between the Parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this Data Processing Addendum, the provisions of this Data Processing Addendum shall prevail. Customer is responsible for (a) any required notices, consents, and authorizations related to Customer's provision of, and Skills4Good processing of, Customer Data (including any Personal Information) as part of the Services, and (b) any use by Authorized Users of the Services in a manner that is inconsistent with the terms of this Agreement.

6.4.3 Unauthorized Disclosure. Skills4Good shall notify Customer of any Security Breach it becomes aware of following applicable Law. Customer shall promptly notify Skills4Good of any Security Breach of which it becomes aware.

6.4.4 Compliance with Specific Laws. Customer shall be solely responsible for compliance with industry-specific regulations. Customer may not use the Compliance Packages, Deliverables, or Professional Services, in a way that would subject Skills4Good to those industry-specific regulations without obtaining Skills4Good's prior written agreement.

6.5. Aggregate Data. Skills4Good owns the Aggregate and statistical data derived from the operation of the Compliance Package, including, without limitation, the number of records in the Compliance Package, the number and types of transactions, configurations, and reports processed in the Compliance Package, and the performance results for the Compliance Package (the "Aggregate Data"). Nothing herein shall be construed as prohibiting Skills4Good from utilizing the Aggregate Data for operating Skills4Good's business, provided that Skills4Good's use of the Aggregate Data will not reveal any actual Customer Data or the identity, whether directly or indirectly, of any individual or Customer. In no event does the Aggregate Data include any Personally Identifiable Information.

SECTION 7. SUB-PROCESSING

7.1 Sub-processors. Skills4Good may utilize Sub-processors who will have access to or process data to assist in providing the Compliance Package or Professionals Services to Customer. Customer hereby confirms and gives general authorization to Skills4Good's use of the Sub-processors. Skills4Good shall be responsible for the acts and omissions of members of all Sub-processors to the same extent that Skills4Good would be responsible if Skills4Good performed each Sub-processor's services directly under the terms of this Agreement.

7.2 Third-Party Service Providers. Skills4Good may use third-party service providers that Skills4Good utilizes to assist in providing the Compliance Package or Professionals Services to Customer. Any third-party service providers used by Skills4Good will be subject to confidentiality obligations substantially similar to the confidentiality terms herein.

SECTION 8. WARRANTIES AND DISCLAIMERS

8.1. Warranties.

8.1.1. Each Party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would adversely impact its ability to perform as required by this Agreement.

8.1.2 Skills4Good warrants that it shall use reasonable efforts consistent with prevailing industry standards to provide the Compliance Packages and Professional Services skillfully and professionally according to the terms of the Agreement and any applicable Proposal/Order Form. Compliance Packages and Professional Services may be temporarily unavailable due to scheduled software maintenance or for unscheduled emergency software maintenance, either by Skills4Good or by third-party providers, or because of other causes beyond Skills4Good's reasonable control, but Skills4Good shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled disruption. If Customer notifies Skills4Good in writing of any failure in the Compliance Packages and Professional Services to materially conform to the warranties outlined above, Skills4Good shall, at its option and expense: (a) repair, (b) replace or reperform, or (c) if unable to repair such nonconformance or replace or reperform, terminate the Agreement (or the applicable Proposal/Order Form) and, upon cessation of use of the Compliance Packages or Professional Services issue a pro-rata refund of the fees paid for any non-conforming portion of the Compliance Packages or Professional Services. To receive the warranty remedy, Customer must promptly report the nonconformance in writing to Skills4Good, but no later than ten (10) calendar days after the first date the nonconformance is identified by Customer. This remedy is conditioned upon Customer providing information necessary to assist Skills4Good in resolving the nonconformance, including a documented example of any nonconformance or sufficient information to enable Skills4Good to re-create the non-conformance. This Section is Customer's sole and exclusive remedy and Skills4Good's entire liability for breach of warranty under this Agreement.

8.2. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SKILLS4GOOD DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SKILLS4GOOD SPECIFICALLY DOES NOT WARRANT THAT THE COMPLIANCE PACKAGES, DELIVERABLES, PROFESSIONAL SERVICES, OR SOFTWARE WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT, IT HAS NOT RELIED ON ANY PROMISE, WARRANTY, OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SKILLS4GOOD DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, OR OTHER TERMS RELATING TO THE COMPLIANCE PACKAGES, DELIVERABLES, PROFESSIONAL SERVICES, OR SOFTWARE, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR OTHER TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE. SKILLS4GOOD DOES NOT WARRANT OR REPRESENT THAT THE COMPLIANCE PACKAGES, DELIVERABLES, PROFESSIONAL SERVICES, OR SOFTWARE WILL BE DELIVERED FREE OF ANY DELAYS, OMISSIONS, OR ERRORS.

8.3. No Direct Control of Communication Networks. Skills4Good is not responsible for any delays, delivery failures, or other loss or damage resulting from data transfer over communications networks and facilities that Skills4Good does not directly control. Customer acknowledges that the Compliance Packages, Deliverables, Professional Services, or Software may be subject to problems inherent in using such communications facilities.

8.4. Remedy for Customer Data Loss. In case of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be for Skills4Good to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by Skills4Good following its archiving procedure.

8.5. Customer Warranties & Obligations. Customer is responsible for directing, participating, and cooperating with Skills4Good during the implementation of the Compliance Package or the Professional Services. Customer represents and warrants that it has the rights necessary to provide the Customer Data and any software applications, solutions, hardware, and any other technology, information, or materials provided by Customer to Skills4Good for use by Skills4Good in the provision of the Compliance Package or Professional Services. Customer is responsible for all Authorized Users' use of the Compliance Package or Professional Services and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, completeness, quality, and legality of all Customer Data; (b) not attempt to gain access to the Compliance Package or its related systems in a manner not outlined in this Agreement; and (c) prevent unauthorized access to or use of the Compliance Package, and notify Skills4Good promptly of such unauthorized access or use.

SECTION 9. INDEMNIFICATION

9.1 Indemnification by Skills4Good. Subject to the exclusions set forth below, Skills4Good shall defend Customer against any third-party suit, claim, action, or demand ("Claim") from and against any loss, damage, or costs, including reasonable attorneys' fees ("Losses"), in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Compliance Packages, Deliverables, Professional Services, as contemplated hereunder infringes any third party's copyright, trademark, trade secret, or patent. If any portion of the Compliance Package or Professional Services become the subject of a Claim, Skills4Good may:

(a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Compliance Packages or Professional Services; (c) replace or modify the Compliance Packages or Professional Services to avoid the infringement; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in Skills4Good's judgment, then (d) terminate Customer's use of the affected Compliance Packages or Professional Services, and . Skills4Good's sole liability shall be to refund any prepaid fees for the Compliance Packages or Professional Services covering the remaining portion of the applicable Subscription Term of the Compliance Packages, or of the applicable term of the Professional Services, after the termination date. Notwithstanding the above, Skills4Good shall have no indemnification obligation or liability for any Claim to the extent arising from: (i) modification of the Compliance Packages, Deliverables, Professional Services, and by Customer or its Authorized Users or by any person other than Skills4Good or a person acting at Skills4Good's direction (ii) modifications to the Compliance Packages, Deliverables, Professional Services, and for any use thereof which exceeds the authorized use permitted under this Agreement (iii) Customer Data where the Compliance Packages, Deliverables, Professional Services, and is non-infringing; (iv) use of the Compliance Packages, Deliverables, or Professional Services in breach of this Agreement or in a manner inconsistent with the ; (v) use of the Compliance Packages, Deliverables, Professional Services, and in combination with any other hardware, software, application, or service made or provided other than by Skills4Good, its Affiliates, or Third Party Software suppliers; (vi) use of the Compliance Packages, Deliverables, Professional Services, and by Customer in violation of applicable law; or (vii) use of the Compliance Packages, Deliverables, Professional Services, and in a manner not otherwise contemplated by this Agreement. All of the foregoing indemnity obligations are conditioned on the Customer notifying Skills4Good promptly in writing of any actual or threatened Claim, the Customer giving Skills4Good sole control of the defense thereof and any related settlement negotiations, and the Customer cooperating and, at Skills4Good's request and expense, assisting in such defense. This Section states each Party's entire liability and the other Party's exclusive remedy for third-party infringement claims and actions.

9.2 Indemnification by Customer. Customer will indemnify, defend and hold Skills4Good harmless against any claim brought by a third party against Skills4Good (a) arising from or related to the use of a Compliance Package or Professional Services (and not arising solely from the Compliance Package or Professional Services itself) by Customer, Agents, or Authorized Users in breach of this Agreement; or (b) alleging that Customer's use of the Compliance Package or Professional Services or Customer's Data infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret; provided that (i) Skills4Good promptly notify Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and to defend and/or settle any such claim (however, Customer shall not settle or compromise any claim that results in liability or admission of any liability by Skills4Good without Skills4Good's prior written consent); and (iii) Skills4Good fully cooperate with Customer in connection therewith.

SECTION 10. LIMITATION OF LIABILITY

10.1 EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF SKILLS4GOOD), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, COSTS OF SUBSTITUTE GOODS, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE COMPLIANCE PACKAGE OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES, HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE COMPLIANCE PACKAGE OR PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE COMPLIANCE PACKAGE OR PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION THEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE.

10.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SKILLS4GOOD'S AGGREGATE LIABILITY TO CUSTOMER, CUSTOMER'S AFFILIATES, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE COMPLIANCE PACKAGE, OR PROFESSIONAL SERVICES SHALL IN NO EVENT EXCEED THE SUBSCRIPTION FEES AND PROFESSIONAL SERVICES FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 10.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION FEES AND PROFESSIONAL SERVICES FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE COMPLIANCE PACKAGE AND THE PROFESSIONAL SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN SECTION 10.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM SKILLS4GOOD'S IP CLAIMS INDEMNITY OBLIGATIONS IN SECTION 9.1 OF THIS AGREEMENT.

10.3 LIMITATION OF LIABILITY IN THE AGGREGATE. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN APPLIES IN AGGREGATE TO ANY AND ALL CLAIMS BY CUSTOMER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE.

10.4 Jurisdiction-specific exclusions. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for a party's fraud, willful injury to the person or property of another, or violation of law, which means that some of the above limitations may not apply to Customer. Skills4Good's liability will be limited to the greatest extent permitted by law in these jurisdictions.

10.5 Enforceable against Skills4Good. Any claims or damages that Customer may have against Skills4Good shall only be enforceable against Skills4Good and not any other entity, any officers, shareholders, directors, advisors, representatives, or agents of Skills4Good or any other entity.

10.6. Force Majeure. Customer acknowledges that it shall always remain responsible for its compliance with all applicable laws and regulations. In cases where Skills4Good uses Third Party Software in which it does not own, operate, or control (directly or indirectly) the software or any of its features and functionalities, then any analyses, reports, or other information generated from the use of software in connection with the Customer Data may not be entirely accurate or complete, or available at all times. In such cases, the Compliance Package, Deliverables, and Professional Services may be subject to limitations, delays, and other challenges beyond the control of Skills4Good. Customer acknowledges that Skills4Good shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the Customer, if and to the extent Skills4Good shall be delayed in or prevented from performing or carrying out the Compliance Package, Deliverables, Professional Services, and , or any of the provisions of this Agreement, arising out of or from operational or technical software glitches, errors, breakage, or other fundamental issues arising out of the Third Party Software; or any act of God, labour disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, pandemic, curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, beyond the control (or in the case of Third Party Software, the operational control) of Skills4Good (a "Force Majeure Event"). Skills4Good will use commercially reasonable efforts to mitigate the effects or any such delays and shall notify the Customer in writing as soon as reasonably practicable, specifying the cause of the Force Majeure Event and a good faith estimate of the time it may need to provide the Compliance Package, Deliverables, and Professional Services. If the Force Majeure Event continues for more than sixty (60) days from the date of the notice of Force Majeure Event, the Customer shall be entitled to terminate this Agreement and to a pro-rata refund of any prepaid fees for the Compliance Packages or Professional Services covering the remaining portion of the applicable Subscription Term for Compliance Packages, or term for Professional Services, after the termination date.

SECTION 11. ASSIGNMENT, ENTIRE AGREEMENT, AND AMENDMENT

11.1 Assignment. Customer may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Customer's rights under this Agreement or delegate performance of Customer's duties under this Agreement without Skills4Good's written prior consent. Notwithstanding the foregoing, subject to Section 2.4 herein, Customer may, without Skills4Good's consent, assign this Agreement to an Affiliate or in connection with any merger or change of control of Customer or the sale of all or substantially all of Customer's assets, provided that (i) any such successor agrees to fulfill its obligations according to this Agreement, and (ii) Customer and the assignee execute Skills4Good's assignment form. Skills4Good may assign this Agreement at any time, without notice, in connection with any merger or change of control of Skills4Good or the sale of all or substantially all of Skills4Good's assets provided that any such successor agrees to fulfill its obligations according to this Agreement. If requested by Skills4Good, Customer has the legal obligation to execute Skills4Good's form to give effect to Skills4Good's assignment. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

11.2 Entire Agreement. This Agreement and any applicable Proposal/Order Form constitute the entire agreement and supersede any and all prior agreements between Customer and Skills4Good concerning the subject matter hereof. In the event of any inconsistency between this Agreement and the Proposal/Order Form, the Proposal/Order Form shall govern solely to the extent of such inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions in any purchase order, request for information, request for proposal, or other order Customer or any entity which Customer represents provide(s) and all such terms or conditions in such purchase order, request for information, request for proposal, or other order shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Except as expressly stated herein, no other agreements, representations, warranties, or commitments may be relied upon by either Party concerning the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

11.3 Amendment. Skills4Good may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. Customer's continued use of the Compliance Package or the Professional Services following the effective date of any such amendment shall be relied upon by Skills4Good as Customer's consent to any such amendment. Skills4Good's failure to enforce any provision of this Agreement at any time does not constitute a waiver of that provision or any other provision of this Agreement. Any modification to a Proposal/Order Form must be in writing and signed by authorized representatives of both Parties.

SECTION 12. SEVERABILITY.

If any term in this Agreement is determined to be invalid, unenforceable, or illegal by a competent court or governing body, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of this Agreement, and such term shall be replaced with another term only to the extent necessary to make it enforceable under such circumstances, and the remaining provisions of this Agreement shall remain in effect.

SECTION 13. INTERPRETATION.

The division of this Agreement into Sections and the insertion of headings are for the convenience of reference only and do not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections of and Schedules to this Agreement. In this Agreement, words importing the singular number only include the plural and vice versa, and words importing any gender include all genders. The term "including" means "including without limiting the generality of the foregoing."

SECTION 14. EXPORT COMPLIANCE.

Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Compliance Packages and Professional Services.

SECTION 15. RELATIONSHIP OF THE PARTIES.

The Parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, general agency, fiduciary or employment relationship between the Parties. Neither Party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other Party. Customer agrees that Skills4Good may disclose or advertise

in any manner the nature of the Compliance Package provided or Professional Services performed for or rendered to Customer under this Agreement or the fact it has entered into this Agreement with Customer.

SECTION 16. NOTICE.

Any notice or other communication to be given under or according to the provisions hereof or in any way concerning this Agreement shall be sufficiently given if reduced to writing and delivered to the person to whom such communication is to be given or sent by facsimile or electronic internet communication, addressed to such person at the address as may be specified by the Parties to the other by proper notice under this Agreement indicated in the Proposal/Order Form.

SECTION 17. GOVERNING LAW.

This Agreement shall be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein. No choice or conflict of laws rules of any jurisdiction shall apply to this Agreement. The provincial and federal courts located in Toronto, Ontario, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby expressly agrees to the exclusive jurisdiction of such courts. Notwithstanding the foregoing, each Party shall be entitled to seek injunctive or other equitable relief in any jurisdiction with a reasonable connection to the subject matter of this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

SECTION 18. DEFINITIONS.

1. Definitions. Capitalized terms shall be defined as set forth below or elsewhere in this Agreement.

"Affiliate" means with all entities controlling, controlled by, or under common control with either Party and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management, operations or policies of such entity, organization or body, whether through ownership of voting securities, by contract or otherwise. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agent" means an individual authorized to act on behalf of a Party to exercise the rights and obligations provided in this Agreement.

"Applicable Data Protection Law" is defined in the Skills4Good Data Protection Addendum.

"Authorized User" means Customer's employee, contractor, consultant, agents, and independent contractors authorized by Customer who is provided registered access to the Subscription Package or Professional Services to perform work for or on Customer's behalf.

"Confidential Information" means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including but not limited to the terms, conditions, and pricing of this Agreement (but not its existence or Parties).

"Deliverables" means the specific components of a Compliance Package or Professional Services that Skills4Good will provide Customer as provided in the applicable Proposal/Order Form for delivery to Customer.

"Intellectual Property Rights" means any and all of a Party's patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and proprietary rights issued, honored, or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national, and foreign law, treaties, and regulations applicable to a respective party.

"Proposal/Order Form" means the Proposal/Order Form or document executed or approved by Customer with respect to Customer's subscription to a Compliance Package or purchase of Professional Services, which may detail, among other things, the Deliverables of Customer's Compliance Package subscription and Professional Services purchase under this Agreement that the Parties have fully executed.

"Personal Information" is defined in the Skills4Good Data Protection Addendum.

"Professional Services" means consulting or professional services (including any training, success, and implementation services) provided by Skills4Good as indicated on a Proposal/Order Form.

"Security Breach" means (i) any unauthorized use of, loss of, access to, or disclosure of, Customer Data, provided that an incidental disclosure of Customer Data to an Authorized User or Skills4Good or incidental access to Customer Data by an Authorized User or Skills4Good, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

"Taxes" means taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial, or foreign jurisdiction.

EXHIBIT A
Skills4Good Data Protection Addendum

This Data Protection Addendum (“**Addendum**”) forms part of the “**Agreement**” between **Skills4Good** and “**Customer**” (together the “**Parties**”).

WHEREAS

Customer acts as a Controller and wishes to subcontract certain Services, which imply processing Customer Personal Information, to Skills4Good, which acts as a Processor.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect. This Addendum is effective on the Effective Date of the Agreement unless this Addendum is separately executed, in which case it is effective on the date of the last signature. In the event of any conflict between this Addendum and the Agreement, the provisions of this Addendum will control.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 “**Applicable Data Protection Laws**” means any applicable law, rule, regulation, decree, order, or regulatory guidance relating to data security, data protection and/or privacy, in any jurisdiction.

1.1.2 “**Customer Personal Information**” means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household that Customer provides or discloses to Skills4Good or that Skills4Good otherwise collects, stores, or processes on behalf of Customer in connection with the Agreement.

1.1.3 “**Controller**” means the entity which determines the purpose and means of the processing of Customer Personal Information.

1.1.4 “**Data Subject**” means an identified or identifiable person to whom Customer Personal Information relates.

1.1.5 “**Data Subject Request**” means a request from Data Subjects seeking to exercise their rights under Applicable Data Protection Law.

1.1.6 “**EEA**” means the European Economic Area;

1.1.7 “**GDPR**” means EU General Data Protection Regulation 2016/679;

1.1.8 “**Personal Data**” means any information relating to an identified or identifiable natural person (Data Subject);

1.1.9 “**Personal Data Breach**” means any destruction, loss, alteration, or unauthorized disclosure or acquisition of, or access to, Customer Personal Information under Skills4Good’s control;

1.1.10 “**Processor**” means entity which processes Customer Personal Information on Controller’s behalf.

1.1.11 “**Services**” means the services and other activities to be supplied to or carried out by or on behalf of Skills4Good for Customer pursuant to the Agreement;

1.1.12 “**Subprocessor**” means any person (excluding an employee of Skills4Good or any of its subcontractors) appointed by or on behalf of Skills4Good to process Customer Personal Information on behalf of the Customer in connection with the Agreement.

2. Processing of Customer Personal Information

2.1 Each Party shall comply with all Applicable Data Protection Laws in the processing of Customer Personal Information.

2.2 The Parties agree that, with respect to all Customer Personal Information and purposes of processing described in the Agreement, Customer is the Controller and controls the purposes and means of processing Customer Personal Information, and Skills4Good is the Processor and processes all such Customer Personal Information on behalf of Customer. Skills4Good further agrees that it shall:

2.2.1 only process Customer Personal Information pursuant to Customer’s instructions and as described in Appendix A-1 hereto;

- 2.2.2 not sell or share any Customer Personal Information;
- 2.2.3 not retain, use, or disclose Customer Personal Information outside of the direct business relationship between the Parties or for any purpose other than the purpose of performing the services specified in the Agreement, which shall include (i) providing the services and/or products under the Agreement(s); (ii) verifying or maintaining the quality or safety of the services and/or products, and to improve, upgrade or enhance the services for Skills4Good; (iii) complying with Skills4Good's legal obligations, but shall not include Skills4Good's commercial purposes;
- 2.2.4 not combine Customer Personal Information with personal data that Skills4Good receives outside the business relationship with Customer;
- 2.2.5 limit the processing of Customer Personal Information to what is reasonably necessary and proportionate to provide the Services described in the Agreement.
- 2.3** Skills4Good will promptly notify Customer in writing, unless otherwise prohibited under Applicable Data Protection Laws, if Skills4Good:
 - 2.3.1 becomes aware of or believes that any processing instruction from Customer violates Applicable Data Protection Laws;
 - 2.3.2 is unable to comply with Applicable Data Protection Laws;
 - 2.3.3 receives any complaint, notice, or communication that directly or indirectly relates either Party's compliance with Applicable Data Protection Laws in connection with processing associated with the Services.
- 3. Skills4Good Personnel** - Skills4Good shall take reasonable steps to ensure that any of Skills4Good's personnel or any subprocessors who may have access to the Customer Personal Information have a need to know the relevant Customer Personal Information and are under an appropriate obligation of confidentiality.
- 4. Security** - Skills4Good shall, in relation to the Customer Personal Information, implement appropriate technical and organizational measures to ensure a level of appropriate security, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 5. Subprocessing**
 - 5.1** Customer authorizes Skills4Good to engage Subprocessors to process Customer Personal Information as required to provide the Services under the Agreement.
 - 5.2** Upon reasonable request, Skills4Good will provide information related to its Subprocessors. Skills4Good will notify Customer of any Subprocessor that Skills4Good proposes to engage. Skills4Good will notify Customer of a new Subprocessor and respond in good faith to any reasonable objections by Customer.
 - 5.3** Skills4Good shall:
 - 5.3.1 carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Information required by the Agreement;
 - 5.3.2 remain liable for the actions and omissions of its Subprocessors;
 - 5.3.3 enter into a written contract with each Subprocessor that complies with Applicable Data Protection Laws and includes terms which offer at least the same level of protection for Customer Personal Information as those set out in this Addendum.
- 6. Data Subject Request**
 - 6.1** Customer shall purchase Skills4Good's Data Subject Request Compliance Package if it wishes Skills4Good to assist Customer in fulfilling its obligations to respond to Data Subjects' requests under Applicable Data Protection Laws. The Data Subject Request Compliance Package will be subject to the execution of a new Order Form by the Customer and Skills4Good.
- 7. Personal Data Breach**
 - 7.1** Skills4Good shall notify Customer in writing (which may be by email) without undue delay upon Skills4Good becoming aware of a Personal Data Breach, and shall provide Customer with sufficient information to allow Customer to evaluate its obligations under Applicable Data Protection Laws to report or inform Data Subjects of the Personal Data Breach. Skills4Good shall reasonably cooperate with Customer and take commercially reasonable steps to investigate, mitigate, and remediate such Personal Data Breach.
 - 7.2** Skills4Good agrees that:

- 7.2.1.1 Skills4Good will not make any notification to regulatory authorities or Customer Data Subjects unless Customer has given Skills4Good prior express written permission or such notification is required by Applicable Data Protection Laws; and
- 7.2.1.2 Except where otherwise required under Applicable Data Protection Laws, Skills4Good will rely on Customer to determine whether Customer will (a) provide notice of the Personal Data Breach affecting Customer Personal Information to any Data Subjects, regulators, law enforcement agencies or others, and the contents and delivery method of the notice; and (b) whether Customer will offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

8. Data Protection Impact Assessment

8.1 Customer shall purchase Skills4Good's Data Protection Impact Assessment Compliance Package if it wishes Skills4Good to assist Customer in conducting Data Protection Impact Assessment under Applicable Data Protection Laws. The Data Protection Impact Assessment Compliance Package will be subject to the execution of a new Order Form by the Customer and Skills4Good.

8.2 Deletion or Return of Customer Personal Information

8.3 Customer will be responsible for establishing the document retention periods for Customer Personal Information. Skills4Good shall delete Customer Personal Information in the ordinary course of business when no longer necessary to perform services under the Agreement, pursuant to the instructions of Customer. If Customer fails to provide such instruction, Skills4Good will maintain Customer Personal Information in accordance with Skills4Good's internal document retention policies and schedule. Customer represents and warrants that it has and will continue to inform Skills4Good of all legal requirements applicable to the retention and disposal of Customer Personal Information.

8.4 Up to the termination date, Customer shall have the ability to access Customer Personal Information. After the termination date, Customer may retrieve any remaining Customer Personal Information, subject to the terms and conditions set out in the Agreement.

8.5 Skills4Good shall delete existing copies of Customer Personal Information when requested by Customer unless retention is required by Applicable Data Protection Laws (or other laws governing the processing of such data) and only to the extent and for such period as required by applicable laws. Skills4Good shall ensure the confidentiality of all such Customer Personal Information and shall ensure that such Customer Personal Information is only processed as necessary for the purpose(s) specified in the Applicable Data Protection Laws requiring its storage and for no other purpose. Customer acknowledges that, when Customer requests deletion of Customer Personal Information by Skills4Good, the deleted Customer Personal Information will no longer be retrievable or accessible following its deletion.

9. International Data Transfers

9.1 General Obligations. Skills4Good will only transfer data across international borders and between jurisdictions to the extent permitted by this Section 11 and in accordance with Applicable Data Protection Laws.

9.2 EU Personal Information.

9.2.1 Transfers of Customer Personal Information of EU Data Subjects from Customer (data exporter) in the EU/EEA to Skills4Good (data importer) outside the EU/EEA will be conducted in accordance with this Addendum and the provisions contained in module 2 (controller-to-processor) of the annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the "**EU SCCs**"), available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en.

9.2.2 Where the transfer of Customer Personal Information is subject to the GDPR and the transfer relies on the EU SCCs, then the following amendments shall apply to the EU SCCs:

9.2.2.1 For the purposes of Section I, Clause 7, the optional docking clause applies.

9.2.2.2 In Clause 11, data subjects shall not be able to lodge a complaint with an independent dispute resolution body.

9.2.2.3 In Clause 17, option 1 shall apply. The Parties agree that the clauses shall be governed by the law of the Republic of Ireland.

9.2.2.4 In Clause 18(b) the Parties choose the courts of the Republic of Ireland as their choice of forum and jurisdiction.

9.2.2.5 Annexes I and II are completed with the information set forth in Appendix A to this Addendum.

9.3 UK Personal Information.

9.3.1 *Controller-Processor Transfers.* Transfers of Customer Personal Information of UK Data Subjects from Customer (data exporter) in the UK to Skills4Good (data importer) outside the UK will be conducted in accordance with this Addendum and

the international data transfer addendum to the EU SCCs issued by the UK Information Commissioner's Office under S119A(1) of the Data Protection Act 2018, available at:

<https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/>

9.3.2 *IDTA Additional Terms*. Where the transfer of Customer Personal Information is subject to the UK GDPR and the transfer relies on the International Data Transfer Addendum to the EU SCCs, then Part 1 is completed with the information set forth in Appendix B to this Addendum.

10. Limitation of Liability - Any limitation of liability set forth in the Agreement shall apply to the obligations under this Addendum.

11. General Terms

11.1 Nothing in this Addendum reduces Skills4Good's obligations under the Agreement in relation to the protection of Customer Personal Information or permits Skills4Good to process (or permit the processing of) Customer Personal Information in a manner that is prohibited by the Agreement. In the event of any conflict or inconsistency between this Addendum and the EU SCCs, the EU SCCs shall prevail.

11.2 Subject to Section 13.1, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the Parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

11.3 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision(s) shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.