



Subscription Services Annex

This Subscription Services Annex ("Annex") is hereby incorporated into and made part of the Master Services Agreement between the Parties ("MSA"). The MSA and this Annex, and all other applicable exhibits to the MSA, shall be referred to herein as the "Agreement." Capitalized terms not otherwise defined herein shall have the meaning ascribed in the MSA. In the event of any conflict between the terms of this Annex and the MSA, the terms of this Annex shall govern with respect to the Subscription Services only.

1. Subscription Services.

i. Limited License. Subject to the terms and conditions of the Agreement, WbD hereby grants to Customer a limited, nonexclusive, non-transferable right to access and use the proprietary revenue enablement, go-to-market, and related training modules, webinars, and informational content ("Content") located on WbD's content portal ("Content Portal"), or made available through other WbD websites or applications ("Site(s)") (collectively, the "Subscription Service(s)") described on the applicable order form ("Order Form") or applicable SOW during the Term, solely for the number of authorized users ("Authorized Users") as set forth on the applicable Order Form or SOW, and solely for internal and non-commercial purposes as explicitly set forth herein. Customer shall comply with all official documentation, technical manuals, functional manuals, operator and user guides and manuals (collectively, the "Documentation"). The foregoing right is limited to (i) accessing the Content within the Content Portal or applicable Site(s); downloading the Content, and, if explicitly permitted in the Order Form or SOW, creating derivative works of the same, and (iii) leveraging the Content through Customer's own learning management system ("LMS"), in all cases for Customer's internal business use only. To the extent Customer downloads or creates derivatives of the Content to the extent permitted herein, Customer shall provide visible attribution to the Content and all templates used in connection therewith to WbD. The foregoing rights are expressly limited to the Term and shall automatically terminate upon expiration of termination of the Agreement, this Annex or SOW for any reason.

ii. Additional Product Terms. The Content may be provided in connection with Customer's Access Pass™ program, which includes each applicable product tiers inclusive of Guided Pathways™, or other product or service offerings provided by WbD from time to time (collectively the "Products"), which Products are subject to the additional terms and conditions as may be set forth on each Product-specific Site ("Product Sites"). Each Product, including all tiers of the Access Pass and the components thereof, is subject to the minimum subscription requirements, pricing, product descriptions, and other related terms as set forth on the applicable Product Site(s) which can be found at winningbydesign.com/product-site/. Such additional terms are hereby incorporated by reference. WbD may periodically update the terms on each Product Site, which terms will apply upon renewal of Customer's Agreement or subscription Term

iii. General Restrictions. Customer shall not, and shall not attempt to (and shall not authorize or allow any third party to or attempt to): (a) download or otherwise obtain a copy of the Subscription Services software or any software in any form; (b) reverse engineer or otherwise derive the source code of the Subscription Services or the Content Portal, or software or otherwise modify, reverse compile, disassemble, or translate the Subscription Services, including the Content Portal, or software or create any derivative works thereof; or (c) use the Subscription Services on behalf of any third party or for any purpose other than as described in this Annex; (d) sell, lease, license, sublicense,

distribute or otherwise transfer in whole or in part the Subscription Services or Content or use it as a service bureau, or record, photograph, or live stream any Content, including any webinars provided therein; (e) post, send, process or store infringing, obscene, threatening, libelous, inappropriate, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Subscription Services or attempt to gain unauthorized access to the Subscription Services or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of WbD's, or its suppliers', intellectual property and/or WbD's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Content Portal or on any copies made in accordance with this Annex; (i) use the Subscription Services for purposes of: (1) benchmarking or competitive analysis of the Subscription Services; (2) developing, using, or providing a competing software product or service, or to promote Customer's or any third-party's products or Subscription Services; or (3) any other purpose that is to WbD's detriment or commercial disadvantage; (k) use the Subscription Services to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party; (l) use the Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person. The Subscription Services may be used only by Customer (i) for its internal business purposes and only for the direct benefit of Customer; (ii) only by the number of persons for whom a subscription fee has been paid, and all such use may only be by those persons using the Subscription Services for the benefit of Customer in the course and scope of their employment, subject to the terms hereof; (iii) only in its original form without alteration or combination with other products, Subscription Services or software except as expressly authorized in any applicable Documentation; and (iv) in compliance with all applicable laws, rules, regulations and industry standards, and in compliance with all Documentation and instructions provided by WbD. In order to access some features of the Service, Customer may have to register or create an account. Customer may never use another's account without permission and authorized users may not share or disclose any passwords or other security credentials. Customer is solely responsible for the activity that occurs on its account, for keeping its account password secure, and for notifying WbD immediately of any breach of security or unauthorized use of its account. Customer agrees not to circumvent, disable or otherwise interfere with security-related features of the Subscription Services, or features that prevent or restrict use or copying of any content or enforce limitations on use of the Subscription Services, or the content therein.

iv. Internet Access and Equipment. Customer is responsible for maintaining access to the internet, and for obtaining and maintaining any equipment and ancillary services needed to

connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like, and for maintaining the security thereof.

2. Proprietary Rights.

i. Customer Data. WbD acknowledges and agrees that Customer shall own all title to and ownership of the Customer Data and that WbD shall have no rights thereto except the limited right to use the same on an 'as needed' basis in connection with WbD's performance hereunder and as otherwise expressly permitted herein. If and to the extent necessary for operation of the Service(s) by Customer, Customer hereby grants to WbD a limited, non-exclusive license, during the Term, to access, use, modify and create derivative works of the Customer Data within the Subscription Service(s) in order to perform its obligations herein.

ii. IPR and Content. Customer acknowledges and agrees that, subject only to the limited rights expressly granted to Customer under Section 1, WbD owns and shall at all times retain all rights in and to the Subscription Services, including without limitation, all Products, Content, the Content Portal, and the Site(s), including all software, features, technology, and functionality therein, all IPR in the Subscription Services, Products, Content, Content Portal, the Site(s) and the Documentation, and all WbD Data. Without limiting the generality of the foregoing, WbD reserves the right to use WbD Data and disclose the same to (i) create and market public indexes, analysis or insights created from such WbD Data, and (ii) improve and enhance the Subscription Services and for other development, diagnostic and corrective purposes in connection with the Subscription Services and other WbD offerings. Nothing contained in this Agreement or in the parties' performance or failure to perform hereunder, or in any Subscription Services provided by WbD, shall be construed as granting or conferring to Customer, by implication, estoppel, or otherwise, any such rights in or to any WbD Data or WbD IPR except as expressly provided herein.

3. Fees; Payment Terms. Customer shall pay to WbD in immediately available US dollars, the applicable subscription and other fees in the amounts and timing as specified in any Order Form, the SOW, or the applicable Product Sites (the "Fees"). If no payment schedule is specified in the applicable Order Form, SOW, or applicable Product Sites, then all amounts are due and payable upon Customer's execution of this Annex. The Fees, and any fees for any additional services, or subscription extensions which may be purchased hereunder, are exclusive of all applicable taxes, duties or other governmental assessments, which are the responsibility of Customer. Unless otherwise stated in this Agreement, invoices will be stated in United States dollars and shall be due and payable within ten (10) days following invoice date unless otherwise specified herein or agreed upon in writing by the parties. WbD may not raise the Fees during the Initial Term unless otherwise mutually agreed (or if the Customer elects to subscribe to additional Services), but does reserve the right to increase the Fees at the end of the Initial Term or during any Renewal Term by updating the relevant Product Sites, providing other standard notice through the Content Portal or Sites, and/or by delivering written notice to Customer.

4. Term; Termination of Subscription Services. The initial subscription term length shall be as specified the Order Form or on the applicable Product Site(s); provided that if no initial term length

is specified in any Order Form or applicable Product Site then the initial term shall be one year (the "Initial Term"). After such Initial Term, the Subscription Services shall automatically be renewed for successive one-year renewal terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party opts out by giving written notice to the other party at least 30 days prior to the end of the then current term. In addition to applicable termination rights within the MSA, WbD may terminate or suspend the Subscription Services immediately to the extent WbD reasonably determines that immediate termination or suspension is necessary to avoid harm, liability, or reputational damage to WbD, the Subscription Services or any customer of WbD. In lieu of termination for breach under the MSA, WbD may elect to instead suspend the Subscription Services pending Customer's cure. The Subscription Services are non-cancellable and non-refundable except as explicitly set forth herein.

5. Limited Warranty. WbD warrants to Customer that, during the Term, the Subscription Services shall operate in substantial conformity with the Documentation. THE FOREGOING WARRANTY SHALL NOT APPLY IF THE NON-CONFORMANCE IS NOT REPLICABLE OR RESULTS FROM THIRD PARTY SYSTEMS OR COMPONENTS USED BY CUSTOMER TO ACCESS THE SUBSCRIPTION SERVICE, INCLUDING ANY LACK OF INTEROPERABILITY WITH SUCH THIRD-PARTY SYSTEMS OR COMPONENTS. WBD DOES NOT WARRANT THAT OPERATION OF OR ACCESS TO THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL REPORTED DEFECTS WILL BE CORRECTED. WBD'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE SHALL BE, IN WBD'S SOLE DISCRETION, TO (I) USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE AN ERROR-CORRECTION OR WORK-AROUND FOR THE REPORTED NON-CONFORMITY, OR (II) TERMINATE THIS AGREEMENT AND REFUND TO CUSTOMER THAT PORTION OF ANY PREPAID FEE ASSOCIATED WITH ANY UNUSED BALANCE OF THE TERM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, THE SUBSCRIPTION SERVICE IS PROVIDED "AS IS". WBD EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES IMPLIED BY USAGE OF TRADE OR CUSTOM OF DEALING AND DOES NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SUBSCRIPTION SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR VIRUS FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SUBSCRIPTION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

6. Additional Customer Indemnification Obligations. Customer shall indemnify and hold WbD, and its Indemnitees harmless from any Losses, in each case arising out of (i) any breach by Customer of this Annex, including any representation, warranty or obligation herein; (ii) the Customer Data or any other content, data or other materials input into the Subscription Service, or otherwise provided, by or on behalf of Customer; (iii) Customer's actual or alleged violation of third party privacy rights, including without limitation any breach of the scope of the license granted herein; or (iv) Customer's violation of WbD's intellectual property rights, including without limitation any violation of Sections 1(i) or 2(i), or (vi) Customer's use of the output or results of the Subscription Services or the Content, including any permitted derivative works thereof, whether alone or in connection with Customer's LMS.