

TERMS AND CONDITIONS

These Talogy® Terms and Conditions (“Agreement”) are entered into by and between Talogy Inc., a New Jersey corporation, and its affiliates and subsidiaries (“Talogy”, “us”, “we”), and the entity identified in the applicable ordering document (“Client”, “you”), together, the “Parties”.

1. DEFINITIONS

- 1.1. “Services” means the professional services, integrations, platform services, assessments, coaching, training, software solutions and related services provided by Talogy as described in the applicable Ordering Document.
- 1.2. “Confidential Information” means any proprietary or non-public information disclosed by one party to the other under this Agreement or information that is designated as confidential by the disclosing Party at the time of disclosure; or would reasonably be understood, given the nature of the information or circumstances surrounding its disclosure, to be confidential, including without limitation pricing, trade secrets, operating methods and procedures, employee information, customer lists, and proprietary material.
- 1.3. “Sensitive Data” has the meaning set forth in Section 10.
- 1.4. “Ordering Document” means any document executed by both parties that specifies details regarding the Services to be provided under this Agreement, including but not limited to order forms, work orders, statements of work, or purchase orders. The Ordering Document shall include details such as service descriptions, pricing, and applicable terms and conditions.

2. SERVICES, LICENSE, AND INTELLECTUAL PROPERTY

- 2.1. Talogy will provide the Services in accordance with the terms of this Agreement and any applicable Ordering Document. Talogy may perform professional services or provide software solutions to Client during the term of this Agreement, as described in Ordering Document(s). Talogy shall determine the manner and means of performing the Services and shall use commercially reasonable efforts to perform the Services.
- 2.2. Upon completion of each Deliverable (defined below), Talogy will submit a complete copy to Client. If Client, in Client’s reasonable and good faith judgment, determines that any submitted Deliverable is materially deficient, Client must so notify Talogy in writing within five (5) business days after Talogy’s submission of the Deliverable specifying the deficiencies in detail. Talogy will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Client as soon as practicable. If the parties determine that a Deliverable’s functional requirements specified in an Ordering Document require modification, they will cooperate in good faith to execute a Change Order (defined below) for such revised requirements.
- 2.3. Change Orders; Conflicts. In the event either party requires a material change to an Ordering Document, such party will provide a written change order to the other for approval, specifying the change required (each a “Change Order”). Each party agrees that a Change Order may necessitate a change in the delivery schedule and fees due under the applicable Ordering Document. No Change Order will be binding upon either party until it is signed by the authorized representatives of both parties. Each Ordering Document and Change Order will be governed by the terms of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those of an Ordering Document or Change Order, the order of precedence shall be (i) the applicable Ordering Document or Change Order and then (ii) this Agreement.

- 2.4. Client Assistance. Client shall provide Talogy with such resources, information and assistance as Talogy may reasonably request in connection with the performance of the Services. Talogy shall have no liability for deficiencies in the Services resulting from the acts or omissions of Client, its agents or employees; actions by third parties; or performance of the Services in accordance with Client's instructions. Any mistakes by Client or delays in the performance of Services or delivery of Deliverables caused by Client may result in additional applicable charges for resource time to be agreed upon by the parties in writing.
 - 2.5. Client Materials. Client acknowledges that in order to perform the Services, Talogy may require access to certain reasonably necessary Client content or other information or material of Client ("Client Materials"). Accordingly, Client hereby grants to Talogy a non-exclusive, non-transferable license to use the Client Materials as necessary for Talogy to perform the Services.
 - 2.6. Subject to Client's compliance with this Agreement and the End User Terms (in the case of its software solutions) that may be applicable, Talogy grants Client a non-exclusive, non-transferable, revocable right to access and use the Services for its internal business purposes.
 - 2.7. All rights, title, and interest in and to any software, reports, analyses, data compilations, or other deliverables ("Deliverables") generated through the use of the Services shall remain the sole and exclusive property of Talogy. Client acknowledges that its rights under this Agreement are limited to a license to use the Deliverables solely for its internal business purposes and that it does not acquire any ownership interest in such Deliverables.
 - 2.8. Client may not display, distribute, sublicense, sell, or otherwise make available any Deliverables to any third-party without Talogy' prior written consent.
 - 2.9. Talogy owns all right, title, and interest in and to the Services and Deliverables including any websites, portals, source code, object code, operating instructions, and interfaces developed for or relating to the Services, together with all modifications, enhancements, upgrades, revisions, changes, copies, partial copies, translations, compilations, and derivative works thereto, including all copyrights, patents, trade secrets, trademarks, and other intellectual property and proprietary rights relating thereto (the "Talogy Intellectual Property").
 - 2.10. Client will have no rights with respect to the Talogy Intellectual Property other than those expressly granted under this Agreement. Without Talogy' prior written consent, Client shall have no right to develop (or to permit any third party to develop) any software tool or other application that interfaces with the Services, except to the extent necessary to use the Talogy APIs in order to receive the Services as contemplated under this Agreement, as applicable.
3. FEES AND PAYMENT
- 3.1. Client shall pay the fees specified in the applicable Ordering Document.
 - 3.2. Fees are due within thirty (30) days of the invoice date unless otherwise stated in the ordering document. Late payments shall accrue interest at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower. Talogy may increase fees annually in its sole discretion, beginning one year from the effective date, not to exceed an amount equal to 5% per annum.
 - 3.3. Taxes. Client is solely responsible for payment of any taxes (including, without limitation, sales or use taxes, Value Added Taxes, employee-related taxes, intangible taxes, and property taxes, and only excluding taxes related to Voyager's income) resulting from using the Services. To the extent that Talogy shall be required to pay any such taxes then such taxes shall be billed to and paid by Client. If any such taxes are required to be withheld, Client shall pay an amount to Talogy such that the net amount payable to Talogy after withholding of taxes shall equal the amount that would have been otherwise payable under this Agreement.

4. CONFIDENTIALITY

Confidential Information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first.

5. DATA SECURITY

- 5.1. Client agrees to implement industry-standard security measures to protect access to the Services and any data obtained.
- 5.2. Each party is responsible for ensuring compliance with all applicable laws regarding the storage, processing, and transfer of data, including but not limited to data protection and privacy laws.
- 5.3. Talogy and Client expressly agree to the [Data Processing Agreement](#) which may be updated from time to time.

6. PRIVACY

- 6.1. Client acknowledges and agrees to Talogy' [Privacy Policy](#), which governs the collection, use, and processing of Client's data in connection with the Services. The Privacy Policy is incorporated by reference into this Agreement and may be updated from time to time. Please refer to the Privacy Policy for any updates.
- 6.2. By using the Services, Client consents to the collection, use, processing, and sharing of data as described in the Privacy Policy. Client is the best position to understand the privacy laws and regulations of the jurisdictions within which it operates and therefore, Client is responsible for ensuring that its use of the Services complies with all applicable privacy laws and regulations.
- 6.3. In the event of any conflict between this Agreement and the Privacy Policy, the terms of this Agreement shall prevail to the extent of the conflict.

7. APPROPRIATE USE

- 7.1. Client agrees to use the Services in compliance with all applicable laws and regulations and in a professional, ethical, and lawful manner and shall:
 - . Use the Software in compliance with all applicable laws;
 - . Maintain the confidentiality of login credentials and account information;
 - . To use the Service in compliance with all applicable laws and regulations and in a professional, ethical, and lawful manner;
 - . Not use Talogy Services or Software as the sole basis for any decision regarding employment, change in employment status, hiring, firing, promotion, demotion, or any other purpose, but shall use the Services and Software as a part of a holistic, legally compliant human capital strategy;
 - . Warrant all information provided to Talogy in support of Services, including custom or tailored assessment content, is true and correct and Client agrees Talogy is permitted to rely upon the information provided by Client and not responsible for any errors in provision or validity when relying on this information;
 - . Notify Talogy immediately of any unauthorized access or security breach related to the Software; and
 - . Take all reasonable and lawful measures that are necessary to stop actual or threatened actions, and to mitigate their affects, for any of the actions described in Section 7.2.

- 7.2. Client shall not:
- . Modify, reverse-engineer, decompile, or disassemble the Software;
 - . Resell, lease, distribute, or sublicense the Services or Software to any third party;
 - . Use the Software for any unlawful purpose or in a way that violates any applicable laws or regulations;
 - . Allow users to share access credentials;
 - . Use the Software unless you have the permission of the End Client to do so;
 - . Remove or alter any proprietary notices, trademarks, or branding in the Software;
 - . Engage in any activity that is harmful, fraudulent, deceptive, or misleading;
 - . Violate the rights of others, including intellectual property rights and privacy rights;
 - . Transmit, distribute, or store any material that is illegal, defamatory, or otherwise objectionable;
 - . Engage in any activity that could damage, disable, overburden, or impair the Services; and
 - . Interfere with or disrupt the security, integrity, or performance of the Services or related networks.
- 7.3. Talogy reserves the right to suspend or terminate Client's access to the Services for any violations of this Section, including limiting access, disabling API functions, or other reasonable steps to mitigate Client conduct in violation of this section.
- 7.4. Once in each 12 month period, or more frequently if necessary to comply with regulatory or accrediting agencies' requests or if Talogy has a good faith reasonable belief that Client is not in material compliance with this Agreement, Client agrees to make available (including providing copies of documents requested by Talogy at no additional expense to Talogy), during normal business hours and upon at least 10 days prior notice Client personnel and any and all books, records, logs, processes, procedures, or other documents in its possession pertaining to the performance of its duties, and use of Services and Deliverables, under this Agreement. The foregoing audit rights shall include when applicable, audits of (i) practices and procedures, (ii) security practices and procedures, (iii) payments, and (iv) other areas necessary to enable Talogy to meet its responsibilities relevant to laws applicable to the Services and to ensure Client's compliance with this Agreement.

8. TRIALS AND FEEDBACK

- 8.1. Free Trials. Talogy may provide free trials to the Service ("Trials"). Trials are not guaranteed to be covered by customer support and/or service level agreements unless otherwise stated. Your use of the Services during Trial is at your own risk. Trials are provided "as-is" without any warranties of any kind. By using a Trial, you acknowledge and agree that the products, services and/or features may contain errors, may not operate as intended and your use of such may result in data loss or other damages. Talogy shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of or related to the use of a Trial, and Talogy' liability for all claims arising under the use of a Trial will not exceed US\$100.00. Talogy reserves the right to modify, suspend or discontinue a Trial at any time without notice and without liability to Client.
- 8.2. Should Client or their personnel, with or without a request from Talogy, send certain specific submissions that constitute feedback, suggestions to improve Services or Deliverables, creative ideas, suggestions, proposals, plans, or other materials, via any medium (collectively, "Comments"), Client agrees that Talogy may, at any time, without restriction, edit, copy, publish,

distribute, translate, and otherwise use in any medium any Comments that you forward to us. Talogy shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary rights.

9. SENSITIVE DATA

Due to the sensitive or private nature of our Services, Client agrees to and warrants that Client will only use it for Client's own internal business purposes described in the Ordering Document. Client also warrants that Client will strictly limit the access, use, and distribution of this data to users permitted under applicable laws, rules, and regulations. Client represents and warrants that Client will maintain appropriate internal controls and segregation of duties to protect the confidentiality of all data, that all personnel are properly vetted prior to accessing data, and that all Client personnel have been trained on all relevant processes and procedures to safeguard data. Client will keep the data confidential. Client will immediately report any misuse, abuse, or compromise of the data. Client agrees to cooperate with any resulting inquiry. If Talogy reasonably believes that the data has been misused, abused, or compromised, we may block access without additional notice as described in Section 7.3 herein. Client is responsible for all damages caused by misuse, abuse, or compromise of the data by Client, Client employees, and any person or entity with whom Client shared the data.

10. BINDING ARBITRATION AND CLASS ACTION WAIVER

10.1. Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement, including its formation, interpretation, breach, or termination, shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules by a single arbitrator that is agreed upon by the parties in good faith. The parties agree that all claims between the parties are appropriate for remote hearing, that the arbitration shall be conducted remotely in accord with AAA Rule 32(c), and judgment on the arbitration award may be entered in any court having jurisdiction.

10.2. Class Action Waiver. To the fullest extent permitted by law, all disputes between the parties shall be resolved on an individual basis and not as part of any class, collective, or representative action. The parties expressly waive their right to bring or participate in a class action, class arbitration, or any other representative proceeding.

10.3. Exceptions. Either party may seek injunctive relief or equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or Confidential Information.

11. REPRESENTATIONS AND WARRANTIES

11.1. Mutual Representations and Warrants: Talogy and Client each represent and warrant to the other that: (a) it has the necessary power and authority to enter into this Agreement and to perform its obligations and duties under this Agreement; (b) the execution and performance of this Agreement have been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not breach of any other agreement of such party or any judgment, order, or decree by which such party is bound; and (d) it will comply with all laws applicable to it in its performance of this Agreement, including laws applicable to its use and distribution of data.

- 11.2. Talogy Representations and Warranties. Talogy warrants that the Service will be provided in accordance with: (i) the applicable documentation provided by Talogy; and (ii) the service levels, if any, set forth in Ordering Documents. Talogy' sole liability and obligation for any and all breaches of this Section 1.2 is to correct any such deficiency as set forth in Section 2.2. If our Service utilizes artificial intelligence ("AI") to analyze and summarize data you provide or that we collect on your behalf ("Input Data") and deliver summarized outputs ("Summaries") to you as part of the Deliverables, the AI's performance depends on the quality, completeness, and accuracy of the Input Data, as well as the inherent limitations of current AI technology. We do not guarantee or warrant that the Summaries will be error-free, comprehensive, or suitable for any specific purpose. You are responsible for reviewing and verifying the Summaries before relying on them. We are not liable for any losses, damages, or claims arising from your use of or reliance on the Summaries, except as expressly stated in this Agreement. The AI may evolve over time, and we reserve the right to update or modify its functionality to improve the Service, with notice to you where feasible.
- 11.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 1, ALL SERVICES, DELIVERABLES, AND DATA PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND WITH ALL FAULTS. EACH PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT OR THAT SUCH PRODUCTS AND SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET CLIENT'S REQUIREMENTS.
12. DISCLAIMERS AND LIMITATIONS OF LIABILITY
- 12.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TALOGY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.
- 12.2. TALOGY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. TALOGY SHALL HAVE NO LIABILITY TO CLIENT FOR ANY REASON, AND SHALL HAVE NO INDEMNIFICATION RESPONSIBILITY, IN EXCESS OF THE AMOUNT OF FEES PAID TO TALOGY BY CLIENT FOR SERVICES IN THE TWELVE MONTHS PRECEDING NOTICE.
- 12.3. Indemnification By Talogy. Subject to the provisions of this Section, Talogy shall defend or settle at its expense any action, claim or proceeding, brought against Client to the extent based upon a claim that the Deliverables infringes any third-party intellectual property right. As a condition to the defense set forth above, Client shall give Talogy prompt notice of any such claim made against it, and grant Talogy sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof. Talogy shall have no other responsibility for indemnification.
- 12.4. Indemnification By Client. Client shall defend, indemnify and hold harmless Talogy and its affiliates from and against any and all third party claims, proceedings, injuries, liabilities, losses, fines, penalties, costs and expenses (including reasonable attorneys' fees), including but not limited to claims based on the collection and/or use of any third party information, data or content arising out of or relating to Client's use of the Service or information collected and

processed using Service, or otherwise resulting from the acts or omissions of Client or any of its employees or agents in connection with any Service or Deliverables provided by Talogy. Talogy shall give Client prompt notice of any such claim made against it.

13. TERM AND TERMINATION

13.1. This Agreement shall remain in effect until terminated. Talogy may terminate this contract at any time and in its sole discretion. Client may terminate this agreement with sixty (60) days prior notice, subject to payment of any fees due to Talogy as set forth in the Ordering Document. Upon termination, Client will lose all access to data and all outstanding payments become immediately due and owing.

13.2. Either party may terminate this Agreement upon thirty (30) days' written notice if the other party materially breaches this Agreement and fails to cure such breach within the notice period.

14. ORDER OF PRECEDENCE AND AMENDMENT

14.1. Order of Precedence. This Agreement is the entire agreement between Talogy and Client concerning its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The Parties agree that any conflicting term or condition stated in a proposal, quote, bid, purchase order or in any other Client order documentation (excluding Ordering Documents) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Ordering Document, (2) any exhibit, schedule or addendum to this Agreement, and (3) the body of this Agreement.

14.2. Amendment. Talogy reserves the right to modify, update, or amend this Agreement at any time in its sole discretion. Any changes will be effective immediately upon posting the revised Agreement on our website or providing other notice to you. Client's continued use of the Services after any such changes constitutes your acceptance of the updated Agreement. If Client does not agree to the amended terms, it must stop using the Services immediately.

15. GOVERNING LAW AND VENUE

15.1. This Agreement shall be governed by the laws of Delaware, without reference to its conflict of laws rules. Venue shall be in any court of competent jurisdiction within the United States District Court for the District of Delaware.

15.2. Notwithstanding the provisions of any other section herein, Client understands that the unauthorized use or disclosure of the Confidential Information or breach of the restrictions to use the Services and Deliverables could cause irreparable damage to Talogy, and Talogy shall be entitled to seek an injunction or other equitable relief in any competent jurisdiction in order to enforce the provisions hereof.

16. ASSIGNMENT

Unless explicitly stated otherwise herein, this Agreement or any part thereof may not be assigned by Client to any third party without obtaining Talogy' prior written consent. Talogy shall be entitled to assign this Agreement, in whole or in part, at its discretion.

17. SEVERABILITY

Should any provision of this Agreement be held to be invalid, that provision shall be replaced with a valid provision implementing the intent of the parties at the time of the signing of this Agreement.

18. FORCE MAJEURE

Except for Client's obligation to pay amounts due under this Agreement, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations

hereunder when such failure is due to events beyond its control, including, without limitation, flood, earthquake, fire, disease, pandemic, epidemic, acts of God, military insurrection, civil riot, or labor strikes.

19. NOTICES

Any notice or report required or permitted by this Agreement shall be deemed given if (i) sent by either party to the other by first class mail, postage prepaid, addressed to the other party at the address, delivery receipt requested, given below or such other address as to which such party shall give notice hereunder, (ii) overnight delivery or courier through a commercial carrier to the address given below with proper delivery receipt, or (iii) sent by email to the email address given below or such other email address as to which such party shall give notice hereunder. Notice given by mail shall be deemed given five business days after deposit with postal authorities. Notice given by overnight delivery or courier shall be deemed given one business day following delivery. Notice given by email shall be deemed given one business day after sending.

20. MISCELLANEOUS

20.1. This Agreement provides no rights to any third parties and does not give rise to the right of any third party to enforce this Agreement.

20.2. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or authorize either party to make or enter into any commitments for or on behalf of the other party.