

These Subscription Services Terms are effective as of October 30, 2023 (the “Terms”).

THIS AGREEMENT IS A BINDING CONTRACT AND GOVERNS THE USE OF AND ACCESS TO THE SERVICES BY YOU, AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION OR FREE TRIAL FOR THE SERVICES.

By accepting this Agreement, either by accessing or using the Service, or authorizing or permitting any User(s) to access or use a Service, Customer agrees to be bound by this Agreement as of the date of such access or use of the Service (the “Effective Date”). If You are entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to this Agreement for that Entity and representing to Degreed that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms “Customer,” “You,” or “Your” herein refers to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Services. Customer and Degreed shall each be referred to as a “Party” and collectively referred to as the “Parties” for purposes of this Agreement.

The purpose of this Agreement is to establish the terms and conditions under which Customer may use and access the Services as set forth in any Order, Statement of Work or other document signed or agreed to by the Customer.

Subscription Services Terms

1. License to the Services. Subject to these Subscription Services Terms set forth herein (the “Terms”), Degreed grants, and Customer accepts a limited, nonexclusive, non-transferable, right for You and Your employees (the “Users”) to access and use the products and services identified in any Order Form which incorporates these Terms (collectively “Services”) during the time period specified in such Order Form for Your internal training purposes only.

2. License Allocation and Consumption. Customer may allocate an unlimited number of Users to make use of the Services. A license shall be deemed consumed when a User logs into the Services for the first time (a “Consumed License”). The number of Consumed Licenses shall not exceed the number of Users identified in an Order Form for the applicable Service. In the event that Customer deletes a User that had previously utilized a Consumed License, including any and all data associated with such User, Customer may re-allocate such license to another User for consumption. For the abundance of clarity, any Consumed License for which Degreed continues to store any data whatsoever, irrespective of continued utilization of such license shall not be available for re-allocation to any other User.

3. Proprietary Rights; Ownership of the Site Content. The contents of the Services, including all text, images, graphics, logos, video, audio, links, button icons, software and other content (collectively, “Site Content”) is the sole and exclusive property of Degreed and/or its content suppliers. The compilation (meaning the selection, collection, arrangement and assembly) of all content contained within the Services is the exclusive property of Degreed. Degreed reserves all rights in and to the Site Content, except for the limited use rights granted herein.

4. Customer Data. Customer is solely and exclusively responsible for the collection, accuracy, currency, quality, legality, completeness and use of the Customer Data that is stored within the Services. Customer represents and warrants to Degreed that: (a) it has all requisite power and authority to execute, deliver, and perform its obligations under these Terms; and (b) it is sole owner of, or has all rights to use and

provide, the any data, information or material submitted by Customer or its Users in the course of using the Services, including any third party content submitted or used by Customer under these Terms (the “**Customer Data**”). For the abundance of clarity, Customer Data does not include any Anonymized Aggregated Data as defined and described under these Terms.

5. Improvements. Degreed shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback received by Customer or its Users. Degreed also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback Degreed receives from Customer, the Users, or any other third parties acting on Customer’s behalf.

6. Restrictions on use. Customer may not and will ensure that the Users will not (i) reverse engineer, de-compile, disassemble or otherwise attempting to discover the source code or underlying ideas or algorithms of the Site Content or Services; (ii) modify, translate, or create derivative works based on Site Content or Services; (iii) rent, lease, distribute, license, sublicense, sell, resell, assign the Services, or otherwise making the Services or Site Content available to a third party in a manner not expressly authorized under these Terms; (iv) probe, scan or test the vulnerability of the Services without specific, written authorization from Degreed; (v) alter, disable, or attempt to circumvent any of the components or features, including security features, contained in the Services; (vi) access another User’s account without permission; (vii) access data on the Services not intended for the Customer or the User; (viii) intentionally distribute viruses, malicious code or other items of a destructive or deceptive nature; (ix) violate any local, state, federal or foreign law, treaty, regulation or convention applicable to the Customer in connection with Users' use of the Services; or (x) access the Services for competitive purposes. The use of defamatory, threatening, hateful, obscene, or abusive language, images or postings on the Degreed sites is strictly prohibited. Customer is responsible for any breach of these Terms by its Users.

7. Freemium Content. Customer acknowledges that the Services may contain links to, allow Users to link to, and/or allow discovery of, content and materials that are freely available on the internet on and from the Services. Such content and/or materials may include, but are not limited to, articles, papers, research, blogs, vlogs and videos (collectively “**Freemium Content**”). As Degreed is not the author, publisher, licensor or owner of such Freemium Content, Degreed is not liable for any claims whatsoever regarding such Freemium Content. All content, including Freemium Content, that is contained within or discoverable from the Services are provided for informational purposes only. Use of the Freemium Content or any links or references to the same do not constitute an endorsement or recommendation of any Freemium Content by Degreed. Customer and its Users are solely responsible for abiding by any terms of use and/or copyright notices posted within or accompanying the Freemium Content.

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, INCLUDING AS TO THE PERFORMANCE OF THE SERVICES OR THE SERVICES OF ANY THIRD PARTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN THAT EVENT, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY APPLICABLE LAW.

9. Degreed Intellectual Property Indemnity. Degreed shall defend and hold Customer harmless from any third party claim that the Service infringes, a patent, copyright, trademark or trade secret of that third

party, provided that: (i) Degreed is notified promptly of such claim, (ii) You provide reasonable cooperation and assistance to Degreed, at Degreed's expense and (iii) Degreed has sole control over the defense and all negotiations for a settlement or compromise of the claim. The foregoing obligation of Degreed does not apply with respect to the Services or portions or components thereof that are: (i) not supplied by Degreed, (ii) used in any manner not expressly authorized herein, or described in the documentation, (iii) Freemium Content, (iv) modified by anyone other than Degreed, if the alleged infringement would not have occurred but for such modification, or (v) combined with other products, equipment, software, where the alleged infringement would not exist but for such combination.

10. Degreed Remedy for Intellectual Property Infringement. In the event that the Service is held by a court of competent jurisdiction to constitute an infringement, or use of the Service is enjoined or is likely to be enjoined in Degreed's sole judgement, Degreed shall, at its sole expense and discretion either: (i) procure the right for Your continued use of the Service, (ii) provide a modification to the Service so that its use becomes non-infringing, (iii) replace the Service with alternative software that is substantially similar in functionality and performance or (iv), if none of the foregoing alternatives is reasonably practicable, Degreed shall terminate the license to the Service and shall refund the prorated portion of the fees paid for the period after termination. Sections 9 and 10 state Degreed's sole liability and Customer's exclusive remedy for intellectual property infringement claims.

11. Customer Indemnity. The Customer agrees to indemnify and hold harmless Degreed and its officers, directors, shareholders, employees and agents from and against losses, liabilities, damages, claims, taxes, demands, suits, or governmental actions ("Claims") arising from (i) a third party claim that Customer Data infringes, misappropriates or violates any copyrights, trademarks, trade secrets or other proprietary or intellectual property rights of a third party; or (ii) any dispute between Customer and its Users arising out of or related to such User's use, access and/or data obtained by Customer from such User's use and access of the Services.

12. Direct Damages; Cap. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS OR ONE PARTY'S BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY LOSS, INJURY, CAUSE OF ACTION (WHETHER IN CONTRACT, TORT ((INCLUDING NEGLIGENCE)) OR OTHERWISE), LIABILITY OR DAMAGE OF ANY KIND FOR ANY CAUSE RELATED TO OR ARISING OUT OF THESE TERMS, IN EXCESS OF THE TOTAL FEES AND CHARGES PAID OR PAYABLE BY THE CUSTOMER FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

13. Indirect Damages. EXCEPT FOR A BREACH OF ONE PARTY'S BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

14. Confidential Information. As used herein, "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), that is designated in writing and clearly marked as confidential, or which ought to be understood by a reasonable

person as confidential. Confidential Information does not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has otherwise become lawfully known or received by the Receiving Party. The Receiving Party agrees to protect the Confidential Information of the Disclosing Party in the same manner as it protects the confidentiality of similar information and data of its own, but in no event less than a reasonable degree of care. Customer will restrict access to Degreed's Confidential Information to only those Customer employees and professional advisors necessary to exercise its rights and perform its obligations under these Terms and will ensure that all employees and professional advisors are informed of the obligations set forth herein.

The Parties agree that an actual or threatened breach of this Section 14 may cause irreparable harm to the non-breaching party, for which monetary damages may be inadequate. Therefore, in addition to any other rights or remedies available, the non-breaching party may seek injunctive relief, including preliminary injunctive relief.

This Section 14 will not be construed to prohibit the disclosure of Confidential Information if such disclosure is required by law or order of the court or other governmental authority. If allowable under law or judicial order, the Disclosing Party will be given prompt notice of the receipt of any subpoena or other similar request for such disclosure in order to allow it to obtain a protective order in advance of disclosing such information. In any event, the Receiving Party will only disclose the portion of Confidential Information that it is legally required to disclose under such law or order.

15. Aggregated and Anonymous Content. The Services, in their normal course of operations, provide Degreed with aggregated data (such as product or feature usage, skills data, and functionality metrics), which is anonymized and aggregated with other such anonymized data so that it does not and cannot contain any information identifiable or attributable to Customer or any User, either alone or in combination with other data ("**Aggregated Anonymous Data**"). To the extent that any Aggregated Anonymous Data is collected, Customer agrees that Degreed may use, store, analyze, and disclose such Aggregated Anonymous Data, in any manner it sees fit, without Customer's prior written consent.

16. User Profile. As between the parties, the User Profile information will be deemed Customer Confidential Information. Notwithstanding the foregoing, Customer acknowledges and agrees that upon termination of these Terms, or separation or termination of any User that Customer has allowed access to the Service, each former Users will have the option to maintain his or her User Profile and all information therein (except for Customer owned or licensed information) on an individual account basis and under a direct agreement with Degreed. For the purposes of this Section 16, "**User Profile**" means, collectively, (a) the username, password, profile picture or other indicia or profile characteristics of a User, and (b) of the list of courses, videos, articles and other content viewed, downloaded or otherwise accessed by such User via the Services.

17. Data Protection; Privacy Policy. The Data Processing Agreement is located at <https://explore.degreed.com/data-processing-agreement/> and will be incorporated in these Terms when signed by both Parties. Customer acknowledges receipt of Degreed's privacy policy located at <https://degreed.com/about/privacy>. Each User will be prompted to accept such privacy policy upon initial login.

18. Fees; Late Payment. Unless otherwise set forth in the Order Form, (i) all fees set forth in the Order Form (the "Fees") are invoiced annually in advance and are due and payable net thirty (30) days; and (ii) are non-refundable. The Customer shall be responsible to pay Degreed for all pre-approved costs and expenses incurred by Degreed in providing any services to the Customer pursuant to these Terms and an

applicable Statement of Work. The Customer agrees to pay such costs and expenses within 30 days of invoice by Degreed.

Any Fees not received from the Customer by the due date shall accrue late interest charges, at the lower of, (i) 1.5% of the outstanding balance per month (being 18% per annum), or (ii) the maximum rate permitted by law, from the date such payment is due until the date paid. Customer shall also pay all sums expended by Degreed (including reasonable legal fees) in collecting any overdue payments.

19. Taxes. The Fees set forth in any Order Form or Statement of Work issued hereunder do not include taxes. Except for taxes imposed on Degreed that are based on Degreed's net income, Customer shall be responsible for all sales, use, value added, or other taxes or duties, as applicable, payable with respect to these Terms or arising out of the Services provided to Customer. If Degreed pays such taxes on the Customer's behalf, the Customer agrees to reimburse Degreed for such payment immediately upon demand. If any withholding tax is payable on the sums payable to Degreed under these Terms, the Customer shall pay Degreed such amount as is necessary to ensure that the net amount received by Degreed after such withholding shall be equal to the amount originally due. In the event that Customer is tax exempt or has direct pay status, then Customer will provide Degreed with a valid tax exemption or direct pay certificate authorized by the appropriate taxing authority, simultaneous with the execution of any Order Form or Statement of Work.

20. Termination; Effects of Termination. These Terms and the associated Order Form(s) may only be terminated by a Party in the event that the other party commits a breach of a material term and such breach is not remedied within thirty (30) days of written notice.

Upon termination of these Terms:

(a) each of the Parties shall deliver or destroy all Confidential Information of the other Party (including, without limitation confidential information and Customer Data) which is in its possession, care or control (except for information which is required to be kept for backup or data retention purposes, in which case such information will be kept confidential in accordance with these Terms until the deletion, and except for User Profiles which Degreed continues to maintain in accordance with Section 16), and upon the other Party's request provide a written certification of the same

(b) if Degreed terminates these Terms or any Order Form or Statement of Work in accordance with this Section 20, Degreed reserves all rights and remedies available under law, including but not limited to collection of those Fees and charges otherwise payable for the remainder of the committed Term set forth in the Order Form, or the Statement of Work, whether such fees are due to be paid presently or are due to be paid in the future;

(c) if Customer terminates these Terms in accordance with this Section 20, Customer shall only pay those Fees that have accrued up to the date of its notice of termination and any prepaid Fees attributed to a period after termination shall be promptly refunded by Degreed to the Customer;

(d) Any provisions or obligations (including payment obligations) which by their nature shall continue, will survive termination of these Terms.

21. Service Level Agreement. The Service Level Agreement at <https://explore.degreed.com/service-level-agreement/> is incorporated by reference in these Terms.

22. Access and Audit. Degreed shall have the right to remotely access the Customer's instance of the Services from time to time, for purposes of (i) providing services and/or support, administration, invoicing; and (ii) to inspect the Customer's utilization of Services so as to ensure Customer's compliance with the provisions of these Terms. Any access for the foregoing purposes shall be done in a manner that does not disrupt the use of the Services by Customer.

23. Compliance with Laws. Each Party will comply with all applicable international, federal, state and local laws and regulations with its use of the Service and in performing its obligations hereunder, including, but not limited to the laws and regulations of the United States, including export controls and trade sanctions administered by the US Department of Commerce, the US Department of Treasury Office of Foreign Assets Control and any other US agency having jurisdiction.

24. Assignment. These Terms and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the Customer by a change of control of the Customer or by operation of law without the prior written consent of Degreed which shall not be unreasonably withheld. Degreed may transfer or assign its rights and obligations hereunder by providing prior written notice to the Customer. These Terms shall be binding upon and shall inure to the benefit of Degreed and the Customer and each of their successors and permitted assigns.

25. Independent Contractors. Nothing contained in these Terms shall be deemed or construed as creating a joint venture or partnership between the parties; no Party is by virtue of these Terms authorized as an agent, employee or agent representative of the other Party.

26. Governing Law. The rights and obligations of the parties and all interpretations and performance of these Terms shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to these Terms.

27. Notices. Any notices, demands and other communications hereunder shall be in writing and shall be delivered, sent by electronic transmission, or by mail, registered or certified, return receipt requested, postage prepaid to the addresses set forth in the Order Form. All notices shall be effective and deemed to be delivered (i) if mailed, on the fifth business day following such mailing, unless there is an interruption in the mail, in which case it shall be deemed to have been given when received; or (ii) if delivered or sent by facsimile or email, on the business day following the date of dispatch or the date of transmission, as the case may be. Either Party may change the address for notice by giving written notice of such change to the other Party in the manner provided in this Section.

27. Severability. If any provision of these Terms is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from these Terms, and all other provisions of these Terms shall remain in full force and effect.

28. Prevailing Party. In the event of litigation relating to the subject matter of these Terms, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs

29. Marketing. Customer agrees that Degreed may use Customer's name and logo to identify Customer as a customer of Degreed's on Degreed's website, and as a part of a general list of Degreed's customers for use and reference in Degreed's corporate, promotional and marketing literature. Additionally, Customer agrees that Degreed may issue a press release identifying Customer as a Degreed customer and describing Customer's intended utilization and the benefits that Customer expects to receive from use of Degreed's services. The content of any press release identifying Customer as a customer of Degreed will be subject to Customer's prior approval, which shall not be unreasonably conditioned, withheld or delayed.

30. Entire Agreement. These Terms inclusive of any document expressly incorporated by reference, and along with the executed Order Forms or Statements of Work, constitutes the entire agreement and sets forth the entire understanding between the Parties hereto with respect to the subject matter hereof and

supersedes all prior agreements, covenants, arrangements and discussions with respect thereto. In the event of an inconsistency between the terms and conditions contained herein and the Order Form(s), the terms of the Order Form shall govern to the extent necessary to remedy such inconsistency. Any terms and conditions contained in Customer purchase orders or other documents shall be void and of no force or effect.