

These Standard Terms & Conditions ("Terms") govern access to and use of the Reimagine Training platform and services. By accessing, registering for, or using the Platform, you agree to be bound by these Terms and our billing policies.

1. Definitions

- **Platform:** The Provider's software-as-a-service ("SaaS") platform that allows Customer to create, manage, and deliver digital training content.
- **End User:** An individual with login credentials to the Customer's instance of the Platform.
- **Trainee:** An End User who consumes training content through the Platform and only has trainee rights without the ability to manage training content or other End Users.
- **Admin:** An End User with access to the Platform's management console, capable of creating, reviewing, or otherwise managing training content and/or users.
- **Skill:** A unit of digital training content within the Platform.
- **Customer Skill:** A Skill created or managed by Customer in the Platform.
- **Catalog Skill:** A Skill managed by Reimagine and offered for read-only delivery by Customer in the Platform. Catalog Skills do not count as Customer Skills for billing.
- **Subscription:** Grant of Customer access to Platform for period of time and usage level.

2. Services and Access

Provider grants Customer a non-exclusive, non-transferable, limited right to access and use the Platform and its related services for its internal business purposes during the Subscription Term, subject to the terms and conditions of this Agreement.

3. Currently Available Subscription Tiers and Fees

Customer shall pay Provider the fees associated with its selected Subscription Tier. All fees are non-refundable and are due in advance on a recurring basis as outlined below. Provider currently offers the following Subscription Tiers:

- **Team**
 - Monthly Charge: 299
 - One Time Setup: 500
 - Maximum Trainees: 20
 - Maximum Admins: 5
 - Maximum Custom Skills & Procedures: 20
- **Department**
 - Monthly Charge: 599
 - One Time Setup: 500
 - Maximum Trainees: 60
 - Maximum Admins: 10
 - Maximum Customer Skills & Procedures: 50

- **Site**
 - Monthly Charge: 1299
 - One Time Setup: 500
 - Maximum Trainees: 250
 - Maximum Admins: 20
 - Maximum Customer Skills & Procedures: 100
- **Custom**

Specific custom usage limitations to be defined per agreement (attach addendum)

4. Payment Terms

4.1. Monthly Payments

Invoices are generated at the beginning of the month for the upcoming month's usage and are due Net 15. This agreement auto-renews each month until the Subscription is canceled as described below. The first invoice will include the setup charge and a pro-rated monthly charge for the initial partial month from the Effective Date, with a full invoice being generated starting the following month.

4.2. Annual Payment

Customer may choose to pay for a full year at the beginning of the annual term. An annual prepayment entitles the Customer to a 10% discount on the total yearly cost. The annual payment option auto-renews at the end of the 12-month period unless canceled or modified as described below.

4.3. Payment Processing

Customer may opt to pay by credit or purchase card. In such cases, a 3% processing fee will be added.

5. Term and Termination

5.1. Subscription Term

This Agreement shall commence on the Effective Date and shall continue on a month-to-month or annual basis (depending on the Customer's chosen payment schedule), automatically renewing for successive terms matching the Customer's chosen payment schedule and Tier, unless modified or cancelled as provided herein.

5.2. Modification of Renewal

Customer may modify the Subscription and change to a different Tier by providing at least thirty (30) days written notice of such change. If the modification results in an increase in subscription charge, Customer will be responsible for paying a pro-rated amount equal to the increase for the remaining term on the current Subscription Term. The next renewal after 30

days will be charged at the new Tier. If a modification results in a lower subscription charge, the modified change will not go into effect until the first invoice generated 30 days after the modification request. Customer must choose from a Subscription Tier available at the time the modification request is made, and acknowledges that any specific Subscription Tier and terms being offered now may not be available in the future.

Provider may modify these Terms or our Subscription Tiers from time to time by posting the updated version on our website or notifying you via email. Continued use of the Platform after the effective date of any changes constitutes your acceptance of the modified Terms. Customer will retain their grandfathered tier pricing structure unless Provider provides written notice of pricing changes more than 60 days prior to such change going into effect.

5.3. Cancellation

Customer may terminate renewal of this Agreement by providing at least thirty (30) days written notice prior to Customer's next renewal date. Such notice stops Subscription renewal after 30 days from receipt of notice, but does not change the current term nor any renewals within 30 days. Customer shall have full access to the Platform through the current or renewed subscription period and agrees that all fees generated before the cancellation date are still fully owed and will be paid according to the agreed-upon terms.

5.4. Notice Address

Written requests to modify or cancel subscription renewal shall be sent via email to "notice@reimagine.training" and shall include the name of the Customer as well as the date Customer wishes the modification or cancellation to take effect, with such date being at least 30 days after the date of the notice.

5.5. Termination for Cause

Either party may terminate this Agreement immediately if the other party materially breaches any of its obligations hereunder and fails to cure such breach within thirty (30) days of receiving written notice of the breach.

6. Intellectual Property Rights to Platform and Catalog Content

Provider owns all right, title, and interest in and to the Platform, including all underlying technology, software code, intellectual property, feedback about the Platform, and Platform documentation. Provider owns all right, title, and interest in and to Catalog Skills and feedback on Catalog Skills.

Customer retains all rights to its created training content, data uploaded to the Platform to create such content, discussions about such content, feedback on such content, and improvements to the training content created from such content.

7. Additional Expectations

7.1. Software Restrictions

Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how, or algorithms relevant to Platform, documentation, or data related to a Platform ("Software"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform; or (vi) share user logins across multiple users. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Provider, and Customer will comply with Section 4 with respect thereto.

8. Confidentiality

Both parties agree to keep all confidential information received from the other party in strict confidence; only share such content with employees, contractors, and vendors as required to deliver the Platform; and not to disclose such information to any third party except as required by law.

9. Limitation of Liability

In no event will either party to this agreement or any of its licensors, service providers or suppliers be liable under or in connection with this agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise, for any: (a) loss of production, use, business, revenue or profit; (b) impairment, inability to use or loss, interruption or delay of the services; (c) loss, damage, corruption or recovery of data, or breach of data or system security, or (d) consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event will the aggregate liability of either Party under or in connection with this agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the fees paid to Party under this agreement. The foregoing limitation applies notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. Disclaimer of Warranties

The platform is provided on an "as is" and "as available" basis. Provider disclaims all warranties, whether express, implied, statutory or otherwise, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

11. Indemnification

Provider shall defend, indemnify, and hold harmless Customer against any third-party legal claims alleging that the Platform infringes any third-party intellectual property right. Customer shall defend, indemnify, and hold harmless Provider from and against any claims, damages, liabilities, and expenses arising out of Customer's unauthorized use of the Platform or breach of Section 7.

12. Data Security

Provider has implemented and will maintain reasonable and appropriate administrative, physical, and technical controls to protect Customer data.

13. General Provisions

13.1. Governing Law

This Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict of law principles.

13.2. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, understandings, and agreements.

13.3. Force Majeure

Neither party shall be liable for any delay or failure to perform due to causes beyond their reasonable control.