

Docebo Client Master Software As A Service Agreement Terms and Conditions

1.0 GENERAL. The following terms and conditions (“Terms and Conditions”) provide for terms that are common to the Client Master SaaS Agreement (the “Agreement”), including all Schedules, if any, and Orders. In the event of a conflict between these Terms and Conditions, any Schedule, or any Order, these Terms and Conditions will control, unless the Schedule or Order expressly states that the Schedule or Order shall supersede the applicable provision of these Terms and Conditions. In the event of a conflict between any Schedule and any Order, the Schedule will control, unless the Order expressly states that the Order shall supersede the applicable provision of the Schedule.

2.0 DEFINITIONS. As used in this Agreement, and in addition to any other defined terms, the capitalized terms used herein are defined in the Definitions at the end of these Terms and Conditions.

3.0 SERVICES.

3.1 General. All Services will be provided to Company according to these Terms and Conditions and one or more Schedules and Orders.

3.2 Software Services. Docebo will provide Company, End Users and any other users authorized by the Company in accordance with the relevant Order (if any) with remote access to the applicable Docebo Software (“Software Services”) that are set forth in one or more Orders. Certain Software Services, and related browser and operating system compatibility, are more specifically described in Schedule A. During the Term and subject to Company’s compliance with this Agreement, Docebo grants Company the worldwide, non-exclusive, non-transferable, non-assignable, and limited right and license to allow End Users to remotely access the Docebo Software that is located on the Docebo Server in accordance with the terms of this Agreement. Use of the Software Services may be further limited by the terms and conditions contained in any applicable Schedule or Order.

3.3 Helpdesk Services. If purchased by Company, Docebo will provide customer care and Helpdesk Services to Company as set forth in an Order and as further described in Schedule A (“Helpdesk Services”). Other than Helpdesk Services, Professional Services (as defined in Section 5.2), and other services specifically contracted for by Company, Docebo will have no obligation to provide customer support services to Company under the Agreement.

3.4 Maintenance. Company acknowledges that certain maintenance activities regarding the Services may be necessary or appropriate from time to time, including bug fixes, software updates, feature updates, and the addition of new applications and new modules. In most instances, the Docebo infrastructure is designed to support updates by the Docebo engineering and support teams without the need to interrupt the Software Services. Where such maintenance activities are not reasonably anticipated to materially impact Company’s use of the Service, Docebo will have no obligation to provide notice to Company regarding such maintenance activities, although Docebo generally does so, in the ordinary course, at least [24] hours in advance of the same. If Docebo reasonably determines that maintenance activities will require an unavailability or outage of the Services in excess of ten (10) consecutive minutes, Docebo will give Company advance notice of the same. Docebo will use commercially reasonable efforts to perform routine scheduled maintenance during non-business hours.

3.5 Additional Services. Through the Services, Company may have the ability to purchase: (i) online courses; (ii) customized educational products; (iii) Docebo Apps; (iv) customized software (“Customized Software”); and (v) additional modules (collectively, the “Additional Services”). The delivery of and fees for the Additional Services will be as set forth in the applicable Order(s). Company must have an active subscription to the Software Services in order to access the Additional Services.

3.6 Third-Party Content. (a) As provided herein, certain portions of the Services and certain Materials, including certain online courses and educational products, may be provided or owned by third-parties (“Third-Party Content”). Company understands that Docebo is not a publisher of any Third-Party Content accessed through the Services and, unless the same is required by Docebo for usage in connection with the Services, is not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Services. Company further acknowledges and agrees that, unless the same is required by Docebo for usage in connection with the Services, it is solely responsible for accessing, entering into and complying with any terms and conditions governing such Third-Party Content.

(b). In connection with delivery of the Services, Docebo may, through its marketplace integrations features, provide Company with suggested Third-Party Content, which is independently developed for use in connection with the Software Services. In the event that Company purchases any Third-Party Content in connection therewith, it can be imported into the Software Services by linking such Company’s third-party account to the Software Services. Company acknowledges and agrees that Docebo does not develop and does not control any third-party provider or Third-Party Content accessed in such a manner, and the availability of the same should not be considered an endorsement of such sites or any Materials, products or information offered on such sites, *unless* Docebo has expressly endorsed the same. Further, the ability to import any such Third-Party Content into the Software Services does not guarantee that the same will function error free or for Company’s intended purposes, and no representations or warranties regarding the same are made by Docebo.

Further, in addition to Third-Party Content selected and imported by Company pursuant to Docebo’s marketplace integrations feature described above, Company and End Users may upload Third-Party Content into the Software Services. Company acknowledges and agrees that Docebo does not develop and does not control any Materials, services, or products (including software) that Company or any End User uploads into the Software Services and accesses, downloads, receives or purchases through or relating to Third-Party Content while using the Services.

(c) Docebo may, but does not have any obligation to, block information, transmissions or access to certain information, services, products or domains—including Third-Party Content—if the same is deemed reasonably necessary to protect the Services, Docebo’s network, the public or Docebo’s customers or users.

3.7 Professional Services. Docebo will provide the consulting, implementation, training, integration, enhancement, configuration and other services that are identified on Schedule B and on any Order (collectively, “Professional Services”). If Company requests, Docebo may provide additional Professional Services to Company pursuant to the terms of one or more written Statements of Work (each a “SOW”), which will either be attached to and become part of the Agreement or incorporated into an Order Form as part of the Agreement. Each SOW will include (i) a description of the Professional Services; (ii) the then estimated completion dates; (iii) the fees, costs, and expenses payable to Docebo; (iv) the payment schedule; and (v) a signature by Company and Docebo’s respective authorized representatives. In the event that Docebo and Company agree that Docebo will provide certain Professional Services on-site, Company will provide to Docebo copies of all applicable onsite safety policies and procedures, which will be acknowledged by Docebo in writing, prior to the commencement of any onsite Professional Services, and Docebo will agree to abide by the same. Company will provide to Docebo’s assigned representative written confirmation of receipt and acceptance of the Professional Services rendered upon completion of the project in accordance with the applicable SOW. Upon completion of the project in accordance with the applicable SOW, all Professional Services will be deemed delivered, and Docebo will not be obligated to deliver further services. In the event that any payment by Company to Docebo is more than thirty (30) days past due (and not in reasonable dispute) in connection with Professional Services, Docebo will have the option to cease providing any and all Services under the relevant SOW until such past due payment is received. Docebo warrants that the Professional Services provided hereunder will be performed in a professional manner and in accordance with generally accepted industry practices (the “Professional Services Warranty”). Company must notify Docebo promptly (and, in any event, within ten (10) days) of the discovery of any breach of the Professional Services Warranty. In the event of a breach by Docebo of the foregoing Professional Services Warranty, Docebo shall re-

performance the relevant Professional Services at Docebo's expense, or, if Docebo will not or cannot do the same, then it shall issue a refund for all affected Professional Services which have failed to meet the Professional Services Warranty. Except for the foregoing limited Professional Services Warranty, all other warranties, and representations, express or implied, with respect to the Professional Services, are limited by Section 8.0.

4.0 OWNERSHIP RIGHTS.

4.1 For Docebo. All title, ownership rights, and Intellectual Property Rights in and to the Docebo Software, Additional Services, Professional Services, and all Docebo Marks (and all Derivative Works and copies thereof) are and will remain owned by Docebo. Company acknowledges that the Docebo Software in source code form remains Proprietary Information of Docebo and that the source code is not licensed to Company by this Agreement or any Schedule or Order and will not be provided by Docebo.

4.2 For Company. All title, ownership rights, and Intellectual Property in Materials that Company owns, and that Company uploads to Docebo Software, will remain owned by Company.

5.0 FEES AND PAYMENT TERMS.

5.1 Fees. Fees payable under this Agreement and any Order or Schedule shall be in the amounts and payable on the terms set forth on the applicable Schedule or Order and as otherwise set forth in Section 5.2 below. Except as otherwise may be set forth in an Order or Schedule, all payments for fees shall be due within thirty (30) days from receipt by Company of an invoice for the same. After the Initial Term, and at the beginning of each Renewal Term thereafter, the fees for such upcoming Renewal Term shall be revised to reflect Docebo's then-current fees, or a seven percent (7.0%) increase over the highest level of annual fees charged during the previous term, whichever is lower, for the applicable Services. An updated version of the price list will be made available to Company by Docebo prior to any renewal. All fees paid, and expenses reimbursed under this Agreement will be in the currency specified in an Order. Except as otherwise specified in the Order Form, payment must be done by wire transfer. If requested, Docebo will consider check and ACH as additional valid payment methods.

5.2 Active Users. Unless otherwise set forth in an Order, the fees for accessing the Software Services and any online courses are determined based on the number of Active Users in any billing period; and Active User limitations may vary across multiple Service modules and offerings of Docebo, if applicable. Unless otherwise set forth in an Order, the billing periods for measuring Active Users will be the one-month periods beginning on the Effective Date and on each one-month anniversary of the Effective Date thereafter, continuing through the end of the Initial Term or Renewal Term, as applicable. Fees for additional Active Users in excess of the authorized number of Active Users set forth in the Order in each billing period (each, an "Extra User") will be invoiced to Company in arrears in the amount specified in the Order. Docebo reserves the right, by notice and use of appropriate and reasonable measures, to audit the number of Active Users during any active billing period, to determine Company's compliance with Active User limitations, across one or more modules or offerings and Company will provide all reasonable assistance to Docebo in any exercise of such rights.

5.3 Expenses. For any Professional Services provided by Docebo, Company shall reimburse Docebo for actual, reasonable travel, living, and other incidental expenses incurred; *provided, however*, that all such reimbursements shall be made only in accordance with Company's then existing applicable policies (if any) which shall be provided to Docebo by Company in advance.

5.4 Late Fees. Company will pay a late fee of up to one and one-half percent (1.5%) per month (not to exceed the maximum allowed under applicable State law) on all balances not paid when due for undisputed invoices only. Company shall reimburse Docebo for all costs incurred by Docebo in collecting any late

payments or interest, including attorneys' fees, in an amount not to exceed fifteen percent (15%) of the outstanding amount owed, court costs and collection agency fees. Docebo may, at its option, suspend the Services, in whole or in part, if Docebo does not receive all undisputed amounts due and owing under this Agreement when due.

5.5 Taxes. The fees and expenses due to Docebo as set forth in this Agreement shall be paid free and clear of any deduction or withholding on account of taxes. Company shall be responsible for all sales, use, value-added, ad valorem or other taxes (including fees, tariffs, levies, duties or charges in the nature of a tax) imposed by any governmental entity upon the sale, use or receipt of the Software Services (other than taxes based solely on Docebo's income). If and when Docebo has the legal obligation to collect such taxes, Docebo will invoice Company the amount of such taxes, and Company will pay such amount unless Company provides Docebo with a valid tax exemption certificate authorized by the appropriate taxing authority. Company will provide Docebo with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Docebo to establish that such taxes have been paid. The parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible. For tax purposes, Company represents and warrants to Docebo that the Software Services will be considered by the parties as delivered in the locations specified in the Order, or Company's principal business address, if not otherwise specified in the Order.

5.6 No Deductions or Setoffs. All amounts payable to Docebo under this Agreement shall be paid by Company in full, and without any setoff, recoupment, counterclaim, deduction, debit or withholding, for any reason (other than any deduction or withholding of tax, as may be required by applicable law).

6.0 COMPANY OBLIGATIONS.

6.1 Technical Requirements. In accordance with the requirements set forth on Schedule A, Company must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment, any Company Software, and Internet access is solely Company's responsibility, except as otherwise expressly provided in an Order. Docebo neither represents nor warrants that the Docebo Software will be accessible through *all* web browser releases or all versions of tablets, smartphones, or other computing devices, except as expressly set forth on Schedule A.

6.2 Use of Website and Services. Company shall not and shall not knowingly permit others in using the Docebo website, Docebo Software or Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Docebo; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortious, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that constitutes a criminal offense; (iv) misrepresent or in any other way falsely identify Company's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (v) knowingly transmit or upload any material through the Software Services containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Docebo's, or any other person's or entity's, network, computer system, or other equipment; (vi) interfere with or disrupt the Software Services, networks or servers connected to the Docebo systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Software Services; (vii) attempt to gain unauthorized access to the Software Services, other Docebo customers' computer systems or networks using the Software Services through any means; (viii) copy, modify or create derivative works or improvements of the Services or Docebo Software; (ix) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Docebo Software, in

whole or in part; (x) bypass or breach any security device or protection used by the Services or Docebo Software or access or use the Services or Docebo Software other than through the use of then valid access credentials; (xi) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights notices from any Services or Docebo Software; (xii) access or use the Services or Docebo Software for purposes of competitive analysis of the Services or Docebo Software, the development, provision or use of a competing software service or product or any other purpose that is to Docebo's detriment or commercial disadvantage; or (xiii) interfere with another party's use of the Software Services. Docebo has no obligation to monitor Company's use of the Docebo Software and Software Services; *however*, Docebo reserves the right, at all times, to monitor such use, and to review, retain and disclose any information as necessary to ensure compliance with the terms of this Agreement, and to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

6.3 Account Activation. Docebo will provide Company with a Docebo account in order to use the Services. Company may then choose an account name for its web space (e.g., myname.docebosaas.com) that is not already in use by another customer. Company and End Users are fully responsible for all activities performed on or through their account. Company agrees that Company and each End User will: (a) provide true, accurate, current and complete information as prompted by the registration form, (b) maintain and promptly update the Registration Data to ensure the information is always true, accurate, current and complete, (c) immediately inform Docebo of any unauthorized use of an account or any other breach of security, and (d) exit from the account at the end of each work session. Docebo undertakes no obligation to verify the data provided by Company or its End Users. However, if Docebo finds or suspects that the provided information is untrue, inaccurate, not current or incomplete, Docebo may suspend or terminate Company's or and End User's account and refuse any and all current or future use of the Services (or any part of them).

6.4 Password Confidentiality. Each End User that uses the Software Services must choose a password when registering. Company will cause such End Users to maintain the confidentiality of the passwords. Company will also be assigned a password or passwords for access to and use of the Software Services. Company acknowledges that once the initial password provided to the Company is changed, Docebo does not retain the technical ability to retrieve such passwords. Company is fully responsible for all activities that occur using Company and End User passwords. Company acknowledges and agrees that Docebo shall not be liable for any loss that Company or any End User may incur as a result of someone else using a password that has been assigned to or obtained by Company or its End Users, either with or without the knowledge of Company or the applicable End User; nor shall Docebo be liable or responsible for any unauthorized access or misuse of the Software Services by Company or any of its End Users.

6.5 End Users. In relation to the End Users, Company undertakes that: (i) it will not allow or knowingly suffer any user subscription to be used by more than one individual End User unless it has been reassigned in its entirety to another individual End User, in which case the prior End User shall no longer have any right to access or use the Services and/or Documentation; (ii) it shall maintain an up to date list of current End; (iii) it shall permit Docebo to audit the Services in order to establish the name and password of each End User, where such audit may be conducted no more than once per quarter, at Docebo's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with Company's normal conduct of business; (iv) if any audits reveal that any password has been provided to any individual who is not an authorized End User, then without prejudice to Docebo's other rights, Company shall promptly disable such passwords and Docebo shall not issue any new passwords to any such individual; and (v) if any audits reveal that Company has underpaid Fees to Docebo, then without prejudice to the Docebo's other rights, Company shall pay to Docebo an amount equal to such underpayment within ten (10) Business Days of the date of the relevant audit.

6.6 Application Programming Interface Provisions. (a) In connection with its use of the Software Services, Company may, in some operating environments, be provided with an 'instance' of the Docebo Software ("Docebo Instance"). The Docebo Instance may be accessible through an Application Program

Interface (API) requiring login and API credentials (“Docebo Credentials”). Company expressly understands and agrees that Docebo does not control, track, or monitor the dissemination of any of “Docebo Credentials”, and, therefore, any misappropriation of those Docebo Credentials may neither be apparent to nor discoverable by Docebo without notice.

(b) Docebo provides documentation disclosing certain aspects of its software functionality (“API Software and Protocols”). The API Software and Protocols may allow customers to pull and insert specific data elements into and out of their Docebo instance (“Code Snippet”). Docebo expressly disclaims and shall have no liability with respect to how the API Software and Protocols or Code Snippets are used. Further, unless otherwise specified in an applicable SOW, Docebo takes no ownership interest in or rights to any third-party software code that incorporates the API Software and Protocols or Code Snippets, unless otherwise agreed by the parties upon in writing.

(c) In order to enable the functionality provided by the API Software and Protocols, a requesting party must serve licensed Docebo Credentials to the Docebo Instance. Company expressly understands that Docebo does not go beyond a verification of proper Docebo Credentials to validate whether or not access or use of a customer’s Docebo Instance is authorized. Accordingly, an unauthorized party may use misappropriated, although valid, Docebo Credentials to gain access to and employ the functionality of an otherwise properly licensed Docebo Instance. Once the Docebo Credentials are validated by the Docebo Instance, any software code that is written in accordance to Docebo’s API Protocols will function with the Docebo Instance as designed. Thus, any unauthorized dissemination and distribution of the Docebo Credentials may lead to an unauthorized use of a Docebo Instance. Docebo expressly disclaims and shall have no liability to Company or any third party for how the API Software and Protocols or Code Snippets are used, whether authorized or not authorized by Company.

(d) Docebo allows Company to control, track, and monitor end-users with access to the API credentials. Company expressly understands and acknowledges, therefore, that it is an obligation upon Company to govern all End Users under its license with policies and procedures that conform to an authorized use of their subscribed Docebo Instance.

(e) Nothing in the foregoing shall be construed as a requirement on Docebo to follow the same API Software and Protocols in the future, and the parties expressly understand that Docebo may change the API Software and Protocols, with or without notice, at any time. Docebo shall have no liability to Company or any third party with respect to any changes, whether announced or unannounced.

(f) Docebo expressly disclaims and shall have no liability for any loss or damages resulting from the use of the API Software and Protocols, with or without misappropriated API Credentials in a software application, and Company shall indemnify defend, and hold harmless Docebo against all claims, actions or proceedings, arising out of any claim related thereto, to the extent of Company’s action or inaction with respect thereto.

6.7 Compliance with Law. Company will notify Docebo without any undue delay of any discovered unauthorized use of the Software Services or any other breach of security that is known or suspected by Company, provided Company is legally able to give such notice. Docebo may suspend the Services in the event of a violation of Sections 6.2, 6.3, or 6.6, until such violation ceases and Docebo receives reasonable assurances that such violations will not continue. If Docebo believes, in its sole discretion, that the software, computing equipment or network systems owned or controlled by Docebo (collectively, “Docebo Systems”) are being currently used for criminal activity, in a manner that violates the legal rights of Docebo, Docebo’s customers (including Company), any user or other third party, or is experiencing an actual data loss or data misappropriation, or that the continued operation of the Docebo Systems places the Docebo Systems in potential danger of data loss, data breach, or catastrophic failure, then such suspension may occur prior to the giving of such notice to Company.

7.0 NON-DISCLOSURE AND CONFIDENTIALITY.

7.1 Disclosure. Each party may disclose to the other party certain Trade Secrets and Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. For purposes of this Agreement, "Trade Secrets" means information that is a trade secret under law; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential; "Proprietary Information" means Trade Secrets and Confidential Information; the "Disclosing Party" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

7.2 Requirement of Confidentiality. Recipient agrees to hold the Proprietary Information disclosed by Disclosing Party in confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Disclosing Party to any third party, or utilize the Proprietary Information disclosed by Disclosing Party for any purpose whatsoever other than as expressly contemplated by this Agreement. Company acknowledges that the Docebo Software and Documentation are the Proprietary Information of Docebo. With regard to the Trade Secrets, the obligations in this Section 7.2 shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section 7.2 shall continue for the term of this Agreement and for a period of three (3) years thereafter. The foregoing obligations shall not apply if and to the extent that: (i) Recipient establishes that the information communicated was publicly known at the time of Recipient's receipt or has become publicly known other than by a breach of this Agreement; (ii) prior to disclosure hereunder was already in the Recipient's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to disclosure hereunder is obtained by the Recipient on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the Recipient without any use of any of the Confidential Information as evidenced by appropriate documentation. Notwithstanding anything to the contrary herein, if Recipient is ordered by an administrative agency or other governmental body of competent jurisdiction to disclose the Proprietary Information, then Recipient may disclose the requested Proprietary Information; *provided however*, that, Recipient shall first notify Disclosing Party prior to disclosure, if allowed by law, in order to give Disclosing Party a reasonable opportunity to seek an appropriate protective order or waive compliance with the terms of this Agreement and shall disclose only that part of the Proprietary Information which Recipient is required to disclose.

7.3 Return of Materials. Upon the request of the Disclosing Party, Recipient shall promptly destroy or deliver to the Disclosing Party its Proprietary Information and any notes, extracts or other reproductions in whole or in part relating thereto, without retaining any copy thereof. Notwithstanding the foregoing, Recipient shall be permitted to retain such copies of Proprietary Information as necessary for legal or recordkeeping purposes, including such copies as are embedded in the automated backup of electronic data processing systems'.

7.4 Data Use. Company agrees that data derived by Docebo from Docebo's performance of the Services or input by Company may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules, except that such analysis shall be performed solely by Docebo and such analysis shall be performed only in conjunction with data derived by Docebo from Docebo's performance of services for other customers, input by other Docebo customers or obtained from party data sources. The results of such analysis ("De-identified Data") may be used by Docebo for any lawful purpose, including determining future hardware and communications needs for Docebo systems and determining trends associated with warehouse use, operation, and efficacy. Notwithstanding anything contained in this Agreement to the contrary, De-identified Data shall not contain (i) any Proprietary

Information of Company, (ii) any information that identifies or can be reasonably used to identify an individual person, (iii) any information that identifies or can be reasonably used to identify Company or its affiliates, suppliers, or End Users, or (iv) any information that identifies or can be reasonably used to identify any activities or behaviors of Company. Except as otherwise provided herein, Docebo shall only use Company's Proprietary Information to the extent required for the proper delivery of the Services, including as necessary or appropriate to prevent technical problems (e.g., to resolve issues related to technical support).

7.5 Protection of Company's Proprietary Information. Docebo agrees to use commercially reasonable efforts in accordance with industry best practices to implement administrative, physical and technical safeguards necessary to ensure the security, confidentiality and integrity of Company Proprietary Information, as more specifically set forth in Schedule A.

7.6 Processing of Personal Data. To the extent that Docebo processes personal data (as that term is defined in Docebo's Data Processing Addendum, https://www.docebo.com/tos/Docebo_DPA_EN.pdf) of Company in the course of providing the Services, it shall do so in accordance with the Data Processing Addendum provided herewith.

8.0 LIMITED WARRANTY. Docebo represents and warrants that (i) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof (ii) it has all rights, licenses, consents and authorizations necessary to grant the rights and licenses granted in this Agreement; (iii) the Services delivered under this Agreement will operate substantially in conformity with its Documentation under normal use and circumstances; (iv) the Documentation accurately and completely reflects all material features and functions of the Services; (v) it shall comply with all applicable federal, state and local laws, rules, and regulations when performing its obligations under this Agreement; and (v) to Docebo's knowledge, the Services do not contain, and will not transmit to Company or its systems, any viruses, Trojan horses, timebombs, or any other code, programs or mechanisms that disrupt, modify, delete, harm, or otherwise impede the operation of computer systems. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 8.0, NEITHER DOCEBO, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO COMPANY, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SERVICES OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8.0, THE SERVICES ARE PROVIDED TO COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARE FOR COMMERCIAL USE ONLY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE SECURE, TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON-MATERIAL ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SYSTEM THAT MAKES THE SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY DOCEBO, THAT THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT DOCEBO AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR COMPANY'S CONFIDENTIAL INFORMATION, OR THAT THE SERVICES FUNCTIONALITY WILL MEET COMPANY'S REQUIREMENTS. COMPANY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE COMPANY'S PURPOSE.

9.0 LIMITATION OF LIABILITY

9.1 LIMITATION OF REMEDY. In no event shall either party, its affiliates, licensors or suppliers, or any of their officers, directors, employees, shareholders, agents or representatives be liable to the other party, or any other person or entity for any indirect, special, incidental, exemplary or consequential damages or loss of goodwill under or in any way relating to this Agreement or resulting from the use of or inability to use the deliverables or the performance or non-performance of any Services, including the failure of essential purpose, even if such party has been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on any legal or equitable theory, including, but not limited to, contract, tort, negligence, strict liability, products liability or otherwise.

9.2 MAXIMUM LIABILITY. Except for claims arising (a) pursuant to Section 7.2, or (b) in connection with Section 10.1(i) and (ii), in no event shall Docebo's liability for any damages to Company or to any other person or entity regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise, exceed the pro-rata portion of fees received by Docebo from Company applicable to the three (3) month period immediately preceding the events giving rise to such action.

10.0 INDEMNIFICATION.

10.1 Docebo Indemnification. (a) Docebo shall indemnify, defend, and hold harmless Company and its officers and End Users against any third-party claim that (i) the Docebo Software infringes any patent, copyright, or trademark, or misappropriates any trade secret (except for claims which are specifically excluded under the terms of Section 10.2), or (ii) Docebo has violated Section 7.2 of this Agreement. If any Docebo Software becomes, or, in Docebo's opinion, is likely to become, the subject of a claim of infringement, Docebo may, at its sole option, (a) obtain for Company the right to continue using the Docebo Software; (b) replace or modify the affected Docebo Software so that it becomes non-infringing while providing substantially equivalent functionality; or (c) if such remedies are not available on commercially reasonable terms as determined by Docebo, terminate the license or Subscription Services for the affected portion of the Docebo Software and refund any prepaid subscription fees for the affected portion of the Docebo Software.

(b) Notwithstanding any terms contained in this Section 10.1, Docebo shall have no liability for infringement claims if the alleged infringement is based on or arises from (a) combination or use of the Docebo Software with software or other materials not provided or recommended for use by Docebo, (b) the modification of the Docebo Software by anyone other than Docebo, or at Docebo's direction, (c) the use of the Docebo Software not in accordance with the Documentation or this Agreement, or (d) the use of other than the then most current version of the Docebo Software if the use of the most current version of the Docebo Software would have eliminated the infringement, and Company was notified of and given a reasonable opportunity to use the most current version thereof.

10.2 Company Indemnification. Company will indemnify, defend, and hold harmless Docebo against all claims, actions or proceedings, arising out of any claim: (i) that any Company Software, Marks, or Materials provided by Company or its End Users or inputted into the Docebo Software, or the permitted use of the same by Docebo, infringes or violates any third party patent, copyright or trade secret right; (ii) related to taxes, fees, tariffs, levies, duties or charges imposed on Docebo or any costs or expenses incurred by Docebo as a result of Company's failure to comply with its obligations under Section 5.5 (Taxes); or (iii) involving Company's violation of Section 7.2 of this Agreement.

10.3 Indemnification Obligations. The indemnification provided in Sections 10.1 and 10.2 is conditioned on (i) the party to be indemnified ("Indemnified Party") giving the indemnifying party ("Indemnifying Party") prompt written notice of such claim; (ii) the Indemnified Party providing its full cooperation in the defense of such claim, if requested by the Indemnifying Party; and (iii) the Indemnified Party granting the Indemnifying Party the sole authority to defend or settle the claim. The Indemnified Party may engage legal counsel to monitor, but not control, any such claim at the Indemnified Party's expense.

11.0 TERM AND TERMINATION.

11.1 Initial Term. This Agreement shall commence on the Effective Date indicated on the first-executed Order Form (the “First Order Form”) between Company and Docebo. This Agreement shall continue through the Initial Term indicated on the First Order Form and through any Renewal Terms indicated on the First Order Form or amendments to the First Order Form, or any successive order form (each, an “Order Form”) executed between Company and Docebo. Except as otherwise specified in an Order Form, this Agreement will automatically renew for additional periods equal to the expiring term, unless either party gives notice of non-renewal at least sixty (60) days before the end of the expiring term. Unless earlier terminated as provided herein, this Agreement shall continue in full force and effect until the termination or expiration of the Initial Term or last Renewal Term in effect (the “Agreement Term”).

11.2 Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

(a) By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party;

(b) By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor’s moratorium or similar laws;

(c) By Docebo if any amounts owed remain unpaid for more than fifteen (15) days following written notice of such unpaid amounts being delivered to Company.

(d) By Docebo immediately in the event of any verbal or written abuse (including threats of abuse or retribution) by any Company End User, employee, officer, agent, or representative directed toward any Docebo customer, employee, or officer.

11.3 Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Docebo hereunder to Company will immediately cease. Upon any expiration or termination of this Agreement, Docebo shall make Company’s Materials reasonably available to it for a period of thirty (30) days. Upon any duly effected termination of this Agreement pursuant to Section 11.2(a) or (b), Docebo shall promptly refund any pre-paid but unearned fees to Company.

11.4 Survival. Termination of this Agreement or any Order or SOW will not affect the provisions regarding Docebo’s or Company’s treatment of Confidential Information and Trade Secrets, provisions relating to the payments of amounts due, indemnification provisions, the provisions of Section 12, and provisions limiting or disclaiming Docebo’s liability, each of which shall expressly survive such termination.

12.0 GENERAL.

12.1 Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. When executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligations of such party, enforceable against such party in accordance with its terms.

12.2 Governing Law. This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the State of Georgia (US) and any applicable federal laws of the United States of America. Each party agrees that any claim or cause of action whether in law or equity, arising under or relating to this Agreement may be brought in a State or federal court in the State of Georgia and each party hereby consents to the jurisdiction and venue of such courts.

12.3 International Conventions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement or the parties hereunder.

12.4 No Conflicts. Notwithstanding the content of any Company purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

12.5 Communications. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; (iii) by a nationally recognized overnight courier service; or (iv) by electronic mail (with read receipt or other tracking mechanism to confirm receipt), to the respective addresses set forth either on the First Order Form, or on the first page of this Agreement, as each may be amended by the parties by written notice to the other party in accordance with this Section.

12.6 Assignment. Company may not assign its rights and duties under this Agreement without the prior written consent of Docebo, which, in the case of a proposed assignment to affiliates or successors in interest, shall not be unreasonably withheld. Any assignment in violation of this Section 12.5 shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

12.7 Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. All Schedules attached to this Agreement or subsequently added hereto by mutual consent of the parties are incorporated into this Agreement for all purposes.

12.9 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.10 Modifications. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to or modification of this Agreement and signed by an authorized representative of each party. Notwithstanding the foregoing, Docebo reserves the right, in its sole discretion, to make any changes to the Services and Docebo Software that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Docebo's services to its customers, (ii) the competitive strength of or market for Docebo's services, or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law; *provided* that no such changes have the effect of materially degrading the functionality of the Services.

12.11 Force Majeure. Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

12.12 No Third-Party Beneficiaries. This Agreement is personal to the parties and no third parties shall be considered beneficiaries hereof, for any purposes.

Definitions

1.0 "Active User" means an End User that accesses the Software Services and accesses any online course during an applicable billing period (described in Section 5.2), regardless of the number of accesses during such billing period, the number of courses accessed during such billing period, or whether or not such End User completes the online course.

2.0 "Company Software" means the software and any other Materials owned or used by Company to access the Software Services.

3.0 "Derivative Works" means any suggestions, contributions, enhancements, improvements, additions, modifications, or Derivative Works to the referenced software or other Materials.

4.0 "Docebo Apps" means applications that allow the extension of some functionalities, additional functionalities, advanced architecture capabilities, and integration between third-party systems and the Software Services.

5.0 "Docebo Server" means the hardware platform or network system owned or operated by, or on behalf of, Docebo where the Docebo Software resides and is accessed by Docebo customers via an internet connection to the server using an approved Web browser.

6.0 "Docebo Software" means the Internet-based Docebo Software products and related Services provided by Docebo, that are more particularly described on an Order and that are accessible to Company and its End Users via a Web browser through the Internet for their use of the Software Services.

7.0 "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Services, as supplied by Docebo to Company, as well as any Derivative Works thereof.

8.0 "Effective Date" means the date on which this Agreement commences, as indicated in the First Order Form.

9.0 "E-Learning Platform" means the online training platform provided by Docebo as part of the Services.

10.0 "End User" means all of Customer's employees and individual third parties who are authorized by Customer to use the Software Services and have been provided a password for the same.

11.0 "Initial Term" means the first term of this Agreement, as indicated in the First Order Form.

12.0 "Intellectual Property Rights" means any and all rights to exclude, existing from time to time in any jurisdiction, under patent law, copyright law, moral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law, or other similar rights.

13.0 "Marks" means service marks, trademarks, trade names, logos, and any modifications to the foregoing.

14.0 "Materials" means data, materials, pictures, documentation, audio, video, artistic works, writings, and other works of authorship.

15.0 "Services" means all services provided by Docebo under this Agreement including the Software Services, Additional Services, Helpdesk Services, and Professional Services.

Schedule A

Service Description; Helpdesk Services; Security

1. SERVICE DESCRIPTION.

Docebo LMS

The Docebo LMS (Learning Management System) is software developed by Docebo Spa. Docebo LMS requires a modern web browser that supports cookies and JavaScript.

The Docebo LMS currently supports the following browsers <https://www.docebo.com/online-training-lms-system-requirements/> (which is subject to change without notice in Docebo's sole discretion).

In the event that Customer cannot meet the technical requirements listed, Docebo will be under no obligation to provide the support services described in Schedule A.

2. HELPDESK SERVICES.

Docebo offers two Helpdesk Services types, categorized as Growth and Enterprise.

Docebo shall provide to Company the Helpdesk Services (Growth or Enterprise) specified in an Order, if any. The details related to each of the different Helpdesk Services are set forth below:

HELP DESK AND SUPPORT

- **“Taking Charge”** means registration of the Incident, including assignment of the ticket number to the Company and saving the request in the Helpdesk system.
- **“Incident”** means a support request as defined in the Severity Descriptions below.
- **“Production Instance”** - Production instances are defined as a Growth or Enterprise Docebo instance which is tied to an active user subscription.
- **“First Response”** means the first interaction with Company (via Ticket) aimed at the diagnosis of the problem. The number of business hours to first reply is calculated using the business hours of the agent assigned to the specific ticket/support request.
- **“ETA”** means the estimated time for resolution of the problem. Company will be updated if ETA materially changes.
- **“Fixed”** means the problem has been resolved in Docebo's reasonable discretion and Company has been informed about the resolution of the problem.
- **“Business Hours”** are defined as the operating hours for the Docebo Support team, currently 9AM - 6PM CET & 9AM-6PM Eastern Time.

Table 1 - Severity Descriptions	
Urgent/Severe	Critical production issue affecting all users, including system unavailability, with no workaround available.
High	Issue is persistent, affects many users and/or impacts core functionality or results in significant performance degradation with no reasonable workaround available.
Normal	Errors in functionality within the application, often accompanied by workarounds or affecting some but not all users.
Low	General inquiries on the use of the application or; cosmetic errors or incidents which otherwise do not require immediate attention or; Rare errors that appear during unusual conditions or are otherwise unlikely in normal use or; Errors which have a sustainable workaround.

Table 3 - Growth Plan Service Level Targets*		
Ticket Severity	First Reply	Resolution/Mitigation ETA
Urgent	4 business hours	6 business hours or as soon as feasible or practical.
High	12 business hours	As soon as feasible or practical.
Normal	16 business hours	As soon as feasible or practical
Low	24 business hours	None

*Notes:

- Urgent SLA applies *only* to issues submitted *via* Zendesk web form and confirmed as Urgent by Docebo.
- This table applies only to production instances and only to tickets submitted from the Docebo Communication Center (in platform), the Support Web Form (<https://docebo.zendesk.com/hc/en-us/requests/new>). For the avoidance of doubt, in platform chat and tickets generated from in-platform chat do not apply to these target metrics.

Helpdesk standard process description

It is possible to contact the helpdesk 24/7 using the helpdesk tool available within the Docebo platform, which is fully integrated with the Docebo ticket management system or through the form at <https://docebo.zendesk.com/hc/en-us/requests/new>.

3. TICKETING REQUIREMENTS.

To receive these support services and for Docebo to maintain the Service Level agreed, Company shall reasonably cooperate with Docebo to resolve support incidents. Company shall have adequate technical expertise and knowledge of their configuration of Docebo Services to provide relevant information to enable Docebo to reproduce, troubleshoot, and resolve the incident or issue identified by Company. The following information should be provided at all times as a minimum by Company, whenever possible, to ensure Docebo's

ability to address Support Requests. Tickets lacking this information will not be considered as part of the Service Level reports:

1. Detailed description of the issue, with as much detail as can be provided of the problem in a clear step by step format.
2. The URL of the platform where the issue is occurring
3. The error message provided, and exact steps to reproduce the error
4. The user(s) that are affected by the issue
5. The applicable screenshot or video capture

Company's General Responsibilities.

Company will be responsible for: (a) reporting errors promptly; (b) providing sufficient information for Docebo to duplicate the error, assess the situation, and undertake any needed or appropriate corrective action; (c) otherwise following instructions or suggestions from Docebo regarding use, maintenance, upgrades, repairs, workarounds, or other related matters; and (d) designating two (2) members of its staff to serve as Company's system administrators to contact Docebo with support issues. Docebo's successful response and provision of Helpdesk Services is subject to Company's assistance and compliance, including (i) at Docebo's reasonable request, Company will provide Docebo with reasonable access to Company's personnel and equipment during normal business hours to discuss and assess any problems or requests for assistance; and (ii) Company will document and promptly report to Docebo all errors or malfunctions of the Software Services. It is Company's responsibility to carry out procedures necessary at Company's facilities for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Docebo.

Reproducing Errors

Docebo must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Docebo to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to customer's approval on a case-by-case basis, Users may be asked to provide remote access to their Docebo account and/or desktop for troubleshooting purposes.

Exclusions

Issues that arise in the following categories are outside of the scope of support offered above, and will have no Service Level Agreement attached: Custom Cascading Stylesheets (CSS), support to third party authoring tools, support to third party system or platform integration, where the integration is not developed or managed by Docebo, supporting in troubleshooting of E-Learning Content packages built with third party authoring tools, custom built authentication methods between Docebo and Company where such method is built from the customer and not maintained by Docebo.

Additional Charges

If a reported problem (or if Company otherwise requests assistance) is outside the scope of Helpdesk Services, Docebo will notify Company to that effect and reserves the right, upon Company's confirmation to move forward, to charge Company at Docebo's then-current standard hourly rates for all associated work, for which Company agrees to pay Docebo promptly upon receiving an invoice; provided, however, that Docebo shall inform Company in advance of the possible incurrence of such fees and Company shall have pre-approved the same.

3. UPTIME AVAILABILITY.

If Docebo fails to achieve the Availability Percentage for two (2) consecutive calendar months, then, as the Company's sole remedy for such failure, the Company will be granted Service Credits. Service Credits are calculated as a percentage of the total charges paid by the Company to Docebo in the Region affected by Unavailability in accordance with the schedule below. In the event that the Company elects to terminate this Agreement for failure to achieve the Availability Percentage for six (6) consecutive calendar months within the notice period given below, then no refunds shall be issued with respect to such affected months.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

Docebo will apply Service Credits only against future payments due from the Company. Service Credits will not entitle Company to a refund or other payment from Docebo. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Docebo Agreement, the Company's sole remedy for any unavailability, non-performance, or other failure by Docebo to provide Uptime is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA. To receive a Service Credit, the Customer must submit a claim by within 30 days after the reported issue via a support claim ticket and email to designated Customer Success team reporting ticket number. If the Monthly Uptime Percentage of such request is confirmed by Docebo and is less than the Service Commitment, then Docebo will issue the Service Credit to Customer within one billing cycle following the month in which your request is confirmed by Docebo. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.