

These AlayaCare University (**ACU**) of Use apply to the access to and use of the interactive online training portal together with any AlayaCare information, data, content and other materials, products and services available through this site (the "**ACU Portal**").

These Terms of Use are incorporated by reference into the master subscription / license agreement you have in place with AlayaCare, and form part of that agreement. AlayaCare may also update these Terms of Use from time to time. You may not, and you must not, use the ACU Portal unless you (i) have a current agreement; and (ii) agree to these Terms of Use.

1. How to Register

ACU includes three types of users with specific viewing and editing permissions within the platform. A Learner User has access to complete the learning plans and courses they have been enrolled into. They will not have access to upgrade content or purchase additional courses. Each Customer will have one Power User License. A Power User has permission to purchase additional licenses and to upgrade and purchase premium content. An Executive User License is a view-only license. An Executive User will have access to view content but will be unable to complete learning plans or courses.

There are two levels of platform content: ACU 101 and ACU 201. Access to content is determined by the license level. License term is specified in each license agreement.

2. How to Access the Content

ACU can be accessed through <https://www.alayacare.university/learn>. Content access and license term will be specified in each license agreement.

3. Training Catalog

ACU includes a curriculum of learning paths aimed at training and upskilling users on the AlayaCare Cloud platform. As the AlayaCare Cloud platform evolves, learning paths will be updated and added. Supplementary market or industry courses will become available and can be purchased directly in ACU. For more information on the current curriculum, please refer to our catalog <https://alayacare.com/alayacare-university/>.

4. Proprietary Rights

AlayaCare grants to you a non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use the ACU Portal as made available by AlayaCare to you, solely in connection with your own educational purposes (whether personal or

professional), including to learn skills for your current position, to learn skills for a future position or to learn about AlayaCare. Please note that the information, data, content and other materials available on or through the ACU Portal may contain or constitute Third Party Materials and/or other AlayaCare products or services (including other programs or portals), and the foregoing right may be subject to additional terms, conditions and policies.

5. ACU Support

ACU Power Users will have access to support through our standard ZenDesk portal at <https://alayacare.zendesk.com/hc/en-us/>. In addition, AlayaCare may use or disclose data or other information you provide or otherwise make available through such functionality to provide support to you, to monitor usage of and improve such functionality, and otherwise in accordance with AlayaCare's privacy policies forming part of your Subscription Agreement.

6. Disclaimer of Warranties and Conditions

The warranties and the disclaimers set out in the Subscription Agreement will similarly apply to your use of ACU.

ACU -- Commercial Terms

- a) **License Start Date and Term.** The term of all licenses to the ACU Portal purchased begins upon execution of the Order Form, following which AlayaCare will provision access to the ACU Portal in accordance with Customer's instructions. The term of each license is one-year from the execution of the Order, following which it will automatically renew for an additional term of one year unless terminated by Customer giving written notice to AlayaCare at no less than 30 days prior to the end of the then-current license term.

- b) **Payment Terms - License fees** . Customer's first invoice will be issued upon execution of the Order Form and will be due and payable within 30 days, with all applicable taxes. All license fees are billed annually upfront. Annual renewal invoices will be issued within 30 days of the start of the renewal term.