RENAISSANCE®

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB

Terms of Service and License
Renaissance Learning, Inc.

These Terms of Service state the binding legal terms and conditions between Customer and Renaissance that govern the Products and Services that Customer has contracted to receive pursuant to a Quote signed by Customer and Renaissance.

1. Definitions. As used above and in these Terms of Service, capitalized words have the meaning set forth in Exhibit A or as otherwise expressly defined in these Terms of Service.
2. License and Access to Products.
   a. License. Subject to the terms and conditions set forth in these Terms of Service, Renaissance grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term solely to access and use the Products for educational assessment and practice functions. No other license, express or implied, is granted by these Terms of Service.
   b. Access and Use Limitations.
      i. Access and Use. Customer may access and use the Products during the period beginning on the first day of the Subscription Period and ending upon the earlier of expiration of the Subscription Period or termination of the Agreement. Access may be restricted during Renaissance's maintenance and updating of the Products.
      ii. Quantity. The Quote sets forth a quantity for each identified Product or Service. Customer may not exceed the quantities stated in the Quote without further written agreement by the parties.
      iii. Access and Use Restrictions. Customer shall not access or use the Products for any purpose beyond the limited license granted in these Terms of Service. Without limiting the foregoing, Customer shall not: (A) copy, modify, or create derivative works of the Products, in whole or in part; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Products, in whole or in part; (D) remove any proprietary notices from the Products; (E) allow anyone other than Customer or its Authorized Users to access or use the Products; (F) use the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law; (G) access or use the Products for any purpose not authorized under these Terms of Service; (H) share, transfer or sell Valid Login Information to anyone other than Authorized Users, and shall be responsible for any access to, or use of, the Products resulting from Customer's failure to safeguard Valid Login Information; or (I) allow multiple Persons to access or use the Products in a manner intended to avoid incurring fees. Customer agrees to promptly notify Renaissance of any actual or suspected unauthorized access to or use of the Products, after which Renaissance may then implement a Service Suspension.
      iv. Authorized Users. Customer may permit its Authorized Users to access and use the Products in the same manner and for the same purposes as Customer, as set forth in these Terms of Service. Customer shall be responsible and liable for all access to and use of the Products by any Authorized User and any other access to the Products permitted or enabled by Customer or an Authorized User.
      v. Suspension. Notwithstanding anything to the contrary in these Terms of Service, Renaissance may suspend access and use for any portion or all of the Products by a Customer or Authorized User if Renaissance determines in good faith that: (A) Customer or an Authorized User's access to or use of the Products and systems disrupts or poses a risk to the security or integrity of any of Renaissance's Products or systems, or any of its customers or vendors; (B) Customer or an Authorized User are accessing or using the Products or systems for fraudulent or illegal activities; (C) any vendor or supplier of Renaissance has suspended or terminated Renaissance's access to or use of any third-party product or service necessary to the Products; or (D) Customer has not timely paid any Fees (any such suspension described in subclause (A), (B), (C), or (D) a "Service Suspension"). Renaissance shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Products following any Service Suspension, which shall be in Renaissance's sole discretion. Renaissance shall use reasonable efforts to resume providing access to the Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Renaissance will have no liability for any damages, liabilities, losses, or any other consequences of a Service Suspension.
      vi. Customer Hardware, Other Software and Services. Renaissance does not bear any responsibility or liability for any Third-Party Services and does not guarantee that any Third-Party Services will operate correctly or that they are compatible or interoperable with the Products.
3. Services. Renaissance shall provide the Services identified in the Quote and any Statement of Work agreed to by the parties in writing. All Services identified in the Quote or any applicable Statement of Work shall be governed by these Terms of Service, including, without limitation, Exhibit B.

4. Payment Obligations.
   a. Fees. Customer shall pay Renaissance all amounts listed in the Quote ("Fees") within 30 days of invoice. Customer may not withhold or setoff any amounts due under the Agreement. Renaissance may charge interest from the time payment was due until the time paid at the higher rate of (A) 1% per month compounded monthly, or (B) the highest rate allowed by law in Customer's state. Customer agrees that any of Renaissance's Affiliates may issue invoices for amounts owed under the Agreement. Amounts paid for Products and Services are not refundable, regardless of the extent they are utilized.
   b. FastBridge True-up. FastBridge subscriptions are based on per student, per school year fees. The initial fee to activate a subscription is based on the estimate by Customer of the number of unique students that will have score data entered. Renaissance will run reconciliation reports in or about May of each Subscription Period and invoice Customer for the actual number of unique students in excess of the estimate reflected in the Quote.
5. Term; Termination; Effect of Termination.
   a. Term. The term of the Agreement starts on the earlier of (i) the date that the Customer signs the Quote or (ii) the first date of the Subscription Period and continues until the end of the last Subscription Period listed in the Quote (the "Term"), except as set forth in a further written agreement of the parties.
   b. Termination.
      i. Either party may terminate the Agreement upon written notice if the other party does not cure a material breach within 30 days of written notice of the breach from the other party describing the breach and stating the intent to terminate.
      ii. Renaissance may terminate Customer's access to the Products and the Agreement if Customer fails to pay any amount due within 10 business days of written late notice from Renaissance.
   c. Effect of Expiration or Termination. Upon expiration or termination of the Agreement:
      i. all rights and licenses to use and access the Products granted to Customer under the Agreement immediately terminate, and Customer shall cease all access to, and use of, the Products provided to Customer under the Agreement, except that (A) Customer may continue to access the Products for the limited purpose of retrieving Customer Data, during the period set forth in the Data Protection Addendum, and (B) Customer and Authorized Users may continue to access and use the free version of any Premium Hybrid Products that Customer had purchased, provided that these Terms of Service shall govern Customer's continuing access and use of the free version of any Premium Hybrid Products;
      ii. Customer shall return or destroy, at Renaissance's sole discretion, all Confidential Information of Renaissance. Customer shall also be responsible for retrieving Customer Data from the Products, as described in the Data Protection Addendum.
      iii. each party shall cease the use of the other party's Intellectual Property Rights; and
      iv. Customer shall pay Renaissance all amounts due under the Agreement upon the earlier of their due dates or 30 days after the effective date of termination.
   d. Survival. Notwithstanding anything to the contrary in the Agreement, all accrued payment obligations under the Agreement, any remedies for breach of the Agreement, Sections 5(c), and 6-11, and any provisions that are required by law to survive, shall survive expiration or termination of the Agreement. Further, the Data Protection Addendum and the applicable provisions of these Terms of Service shall survive expiration or termination of the Agreement to the extent that the Data Protection Addendum provides Customer limited access to the Products for the purpose of retrieving Customer Data.
6. Intellectual Property. Notwithstanding the limited license granted under these Terms of Service,
   a. No Transfer of Rights. As between Renaissance and Customer, Renaissance owns all Intellectual Property Rights in or embodied by the Products. Except for the license set forth in Section 2 above, neither Customer nor its Authorized Users will obtain, pursuant to or by virtue of these Terms of Service or their use or access to the Products or the Services, any Intellectual Property Rights in the Products or the Services.
   b. Customer License to Renaissance. Customer grants to Renaissance and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the operation of the Products.
7. Confidentiality. Recipient may use Confidential Information provided to it by or on behalf of the other party (the "Disclosed Information") only as necessary to perform its obligations or exercise its rights pursuant to this Agreement. Recipient may not disclose the Disclosed Information to any other person or entity except its Affiliate, employee, director, shareholder, member, agent or contractor (each a "Recipient Representative") for purposes of performing Recipient's obligations or exercising Recipient's rights under this Agreement, shall require that each of its Recipient Representatives comply with all obligations of Recipient under this Section 7, and will be liable for any breach of this Section 7 by its Recipient Representative. Recipient shall treat the Disclosed Information with the same level of care that it holds its own Confidential Information. In addition to disclosure to Recipient Representatives as set forth above, Recipient may disclose Disclosed Information to the extent compelled by law, provided Recipient gives the other party prompt prior written notice of the compelled disclosure to the extent legally permitted to permit the other party to seek a protective order, and if disclosed to a government agency seek confidentiality protection if available under applicable laws and regulations. Recipient acquires no licenses or other rights to the Disclosed Information except as otherwise set forth in the

Agreement. Notwithstanding anything to the contrary above, Customer PII is governed by the Data Protection Addendum and not this Section 7.

8. Data.
   a. Customer PII. Renaissance shall comply with its privacy and security obligations for Customer PII as set forth in the Data Protection Addendum.
   b. Data Ownership and License. As between Renaissance and Customer, Customer owns the Customer Data. Customer grants Renaissance a non-exclusive, royalty-free, worldwide license to use the Customer Data throughout the Term to perform under the Agreement and as further described in the Data Protection Addendum. As between Renaissance and Customer, Renaissance owns the Renaissance Data. Renaissance Data is not subject to the use or disclosure restrictions of this Agreement that apply to Customer Data.
   c. Prohibited Data. Customer acknowledges and agrees that the Products are intended for academic, educational and assessment purposes. Customer shall not provide to Renaissance any non-academic or non-educational related data such as social security numbers, protected health information, driver's license information, passport or visa numbers, credit card or other financial account numbers, and Renaissance has no obligation to monitor for entry of such data.
9. Indemnification.
   a. Renaissance Indemnification. Renaissance shall defend and indemnify Customer and its directors, officers, shareholders, members, employees, agents and representatives against any third-party Claim (including reasonable attorneys' fees) alleging that Customer's use of the Products or Services infringes Intellectual Property Rights, except that Renaissance is not responsible for any third-party Claim arising from: (i) modification of Products or Services by, or directed by, Customer, an Authorized User, or a Person who gained access to the Products or Services through the act or omission of Customer or an Authorized User; (ii) any Third-Party Service; or (iii) Customer's use of the Products or Services in violation of or for purposes not contemplated by the Agreement. If Renaissance has reason to believe that any of its Products or Services may infringe a third party's Intellectual Property Rights, Renaissance may, at its sole expense and option: (i) negotiate a license for Customer's continued access to and use of the Products or Services; (ii) replace or modify the Products or Services with non-infringing Products; or (iii) terminate Customer's access to the Products or Services. The indemnity provided in this section shall be Customer's sole and exclusive remedy regarding third-party Claims arising from infringement of Intellectual Property Rights.
   b. Customer Indemnification. Customer shall defend and indemnify Renaissance, its Affiliates, and the directors, officers, shareholders, members employees, agents and representatives of each of the foregoing, against all Claims (including reasonable attorneys' fees) brought against or incurred by Renaissance: (i) alleging that the combination of a Third-Party Service or configuration provided by Customer when used with the Products, infringes or misappropriates a third party's Intellectual Property Rights, or arising from (ii) Customer's use of the Products in an unlawful manner or in violation of the Agreement, (iii) Customer's use of a Third-Party Service (iv) any breach of Customer's obligations under the Agreement; or (v) the negligence or intentional misconduct of Customer or its Authorized Users, employees contractors, agents or representatives.
   c. Indemnification Procedure. As a condition of the defense and indemnification obligations under Section 9.a or 9.b (as applicable), each party agrees to: (i) promptly notify the other in writing of any third-party Claim for which a party seeks defense or indemnification under these Terms of Service; (ii) provide the defending or indemnifying party sole control of the defense of the Claim; (iii) cooperate at the defending or indemnifying party's expense with reasonable requests in support of the defense Claim; and (iv) refrain from agreeing to or acknowledging liability for the Claim.
10. Warranties and Liabilities.
   a. WARRANTIES. RENAISSANCE PROVIDES THE PRODUCTS AND SERVICES "AS IS". RENAISSANCE MAKES NO WARRANTY OR OTHER PROMISE THAT THE PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT POSSIBLE DEFECTS WILL BE CORRECTED. RENAISSANCE SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GUARANTEED OUTCOME, RESULT OR SUCCESS, OR NON-INFRINGEMENT OR TITLE, OR ANY WARRANTY OR PROMISE ARISING FROM COURSE OF DEALING, USAGE OR PERFORMANCE.
   b. CONSEQUENTIAL, SPECIAL AND SIMILAR DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY EXCEPT AS TO DAMAGES INDEMNIFIED UNDER SECTION 9, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
   c. OTHER LIMITS. RENAISSANCE'S LIABILITY UNDER THESE TERMS OF SERVICE: (I) WILL BE LIMITED TO DIRECT DAMAGES, AND DOES NOT INCLUDE ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES; AND (II) WILL NOT EXCEED THE LESSER OF (A) THE FEES, OR (B) $100,000 AND (C) WITH RESPECT TO SERVICES OR DELIVERABLES, WILL

BE LIMITED TO CORRECTION OF SUCH SERVICES OR DELIVERABLES. IF CORRECTION IS IMPRACTICAL, RENAISSANCE WILL REFUND THE FEES RELATED TO NON-CORRECTABLE SERVICES OR DELIVERABLES ON A *PRO RATA* BASIS.

11. Miscellaneous.
    a. Compliance with Applicable Laws. Renaissance shall comply with the laws governing it as a provider of the Products and Services. Customer shall comply with the laws governing it as an educational organization or entity or its usage of the Products and Services.
    b. Entire Agreement. The Agreement, notwithstanding anything to the contrary in any purchase order, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or communications, whether written or oral. Any amendments or other changes to the Agreement must be made in writing and signed by both parties.
    c. Severability. If a provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth in these Terms of Service. Both parties agree to substitute a valid provision most closely approximating the intent of the severed provision.
    d. Waiver. No waiver by a party of a right or obligation under the Agreement is binding unless it is stated in writing to the other party. Failure of a party to enforce a breach of an obligation of another party under the Agreement does not limit that party's right to enforce a subsequent or different breach of that obligation.
    e. Dispute Resolution. Before prosecuting a Claim, the party asserting the Claim must provide the other party written notice of the Claim and not file a Claim until 60 days after that notice is delivered. During those 60 days, the parties each shall make a good faith effort to resolve the dispute. This sub-Section does not apply to or limit either party's right to seek equitable relief, or Renaissance's right to suspend or terminate Customer's access to or use of the Products under these Terms of Service.
    f. Limitation of Action. Any Claim by Customer must be brought within two years after the cause of action arose or such shorter period of time as required by applicable law.
    g. Governing Law. For United States-based Customers, the Agreement and all disputes or Claims arising under them are governed and shall be decided under the laws of the state, commonwealth or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's or territory's choice of law rules. For Customers based outside of the United States, all disputes or Claims arising under the Agreement shall be governed and decided under the laws of the State of Wisconsin.
    h. Notices. Notices under the Agreement shall be in writing and shall be deemed effective when delivered to the addresses set forth in the Quote (i) in-person, (ii) via the USPS, certified or registered mail, (iii) via reputable courier, addressed to the addresses set forth in the Quote, or (iv) via e-mail, in the case of notice to Renaissance at legal@renaissance.com, and in the case of notice to Customer, to Renaissance's address of record for Customer.
    i. Assignment. The Agreement may be assigned only with the prior written consent of the other party which shall not be unreasonably withheld or delayed, except that Renaissance reserves the right to assign the Agreement without restriction to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its or an Affiliate's assets. Upon valid transfer, the Agreement inures to the benefit of, and binds, the successors and assigns of the parties. Any assignment in violation of this Section 11(i) is invalid.
    j. Relationship of the Parties. The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation or make any representation or warranty on behalf of the other party. There are no third-party beneficiaries to the Agreement.
    k. Anti-Corruption. Customer represents that it has not received or been offered any bribe, kickback or payment, or any gift or thing of value from Renaissance or its employees or agents that violates any law or policy applicable to Customer. Both parties agree to comply with all anti-corruption laws applicable to it.
    l. Duplicates. The Agreement may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of the Agreement shall be treated as an original for all purposes.
    m. Compliance with Export and Sanction Laws and Regulations. The Products and Services may be subject to export laws and regulations of the United States and other jurisdictions. Renaissance and Customer each represent that it is not on any U.S. government denied-party list. Customer shall not permit Authorized User access to any Products or Services in violation of any U.S. export or sanction law or regulation.
    n. Representations. Each party represents and warrants that it is duly authorized to enter into the Agreement.
    o. Equitable Rights. Each party acknowledges that a breach or threatened breach of Section 6 (Intellectual Property) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy.
    p. Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Renaissance); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii)

uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) will; not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of 90 calendar days, either party may elect to terminate the Agreement upon notice to the other party.

EXHIBIT A

Definitions

**"Affiliate"** of an entity means any entity controlling, controlled by or under common control with that entity. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity through the ownership of voting securities or other equity.

**"Agreement"** means these Terms of Service together with any Quote or Statement of Work agreed to by the parties to which these Terms of Service are attached or into which these Terms of Service are incorporated by reference, together with any amendments, modifications, or renewals of such Quote or Statement of Work agreed by the parties in writing.

**"Authorized User"** means Customer's faculty, staff, administrators, teachers, and students accounted for in the Quote and, if applicable, the parents or legal guardians of those students, in each case who are authorized by Customer to access and use the Products under the strictly limited rights granted to Customer pursuant to the Agreement.

**"Claim"** means any lawsuit, administrative proceeding, arbitration, or other legal claim for relief.

**"Confidential Information"** means all technical and non-technical information, including without limitation patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, software programs and software source documents related to the current, future and proposed products and services of each of the parties, and includes without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, business forecasts and marketing plans and information. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

**"Content"** means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products, as well as all related Intellectual Property Rights. For the avoidance of doubt, Content includes all original expressions in any media, as well as any derivations of such original expressions.

**"Customer"** means the school, school district, educational institution or other organization that signed the Quote.

**"Customer Data"** means: (i) data provided by the Customer in connection with the Products; and (ii) data generated by Authorized Users' use of the Products that is associated with an individual person. The categories of data collected by Products are described in the Categories of Data Collected by Product available at https://doc.renlearn.com/KMNet/R62941.pdf. For the avoidance of doubt, Customer Data does not include Deidentified Data or system performance, transactional, or other similar statistics or analytics.

**"Data Protection Addendum"** means Exhibit D to these Terms of Service and applies to PII based on the location of the applicable individual as set forth in the Data Protection Addendum. Renaissance reserves the right to update Exhibit D in its sole discretion.

**"Deidentified Data"** means Customer Data that has had any PII removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

**"Deliverables"** means any work product or materials to be developed or delivered by Renaissance in connection with the Products or Services, as well as all related Intellectual Property Rights.

**"Intellectual Property Rights"** means patents, patent rights, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations of patents; registered and unregistered trademarks and service marks, trademark and service mark rights, trade names, and domain names; registered and unregistered copyrights; trade secrets and inventions, whether patentable or unpatentable; all other intellectual, industrial, or proprietary rights as now existing or that come into existence; and pending applications for and registrations of any of the foregoing; whether arising under the laws of the United States or laws of any other state, country, or jurisdiction in the world.

**"Person"** means a person, entity or organization.

**"Personally Identifiable Information or PII"** is defined in the Data Protection Addendum.

**"Premium Hybrid Products"** means the paid and free versions of the educational online software products (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) listed on Exhibit C, access to which is being provided to Customer under the Agreement. Renaissance reserves the right to update Exhibit C in its sole discretion.

**"Products"** means the Premium Hybrid Products and other educational online software products identified in the Quote (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) distributed by Renaissance or one of its Affiliates.

**"Quote"** means that certain document identified as a sales quote, provided by Renaissance to Customer and accepted by Customer, setting forth certain Products or Services being obtained by Customer from Renaissance for a specified Subscription Period, as well as such other business terms to which the parties agree to be bound, and which expressly incorporates these Terms of Services.

**"Recipient"** means a party or its Affiliate that receives Confidential Information of the other party.

**"Renaissance"** means Renaissance Learning, Inc., a Wisconsin corporation.

**"Renaissance Data"** means the Deidentified Data and the performance, system and operational data created by Renaissance.

**"Services"** means those professional services identified in the Quote and any other professional, technical or support services that Renaissance provides to Customer as set forth in a Quote or Statement of Work.

**"Service Suspension"** means the term as described in Section 2(b)(v).

**"Subscription Period"** means the time during which Customer's Authorized User are authorized under the Agreement to access the Products. The Subscription Period starts and ends on the dates proscribed in the Quote, unless the Agreement is terminated early by either party; then, the Subscription Period ends on the date of termination.

**"Term"** means the term as described in Section 5(a).

**"Terms of Service"** means this Terms of Service and License document and all of the exhibits to it, each of which is incorporated and made part of the Terms of Service.

**"Third-Party Services"** means hardware, software, content, data or services not provided by Renaissance.

**"Valid Login Information"** means usernames and passwords or other credentials that Customers or Authorized Users use to access the Products.

EXHIBIT B

Additional Terms and Conditions - Services

Customer agrees to the following for any Services ("Training") made available to it either remotely or on-site:

a. To provide facilities that are conducive to adult learning, including, without limitation, a computer, broadband Internet connection and two-way sound for each of Customer's participants.
b. To participate in a pre-planning meeting with Renaissance (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing Renaissance to tailor the Training content to the specific needs of the participants. Renaissance will focus the Training on learning outcomes agreed to during the pre-planning meeting. Renaissance will also strive to adapt the Training to meet needs raised at the Training.
c. To absorb actual out-of-pocket travel expenses incurred due to Customer's last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to $750.
d. To use any Services within the Subscription Period. Otherwise, Customer risks losing those services, in Renaissance's discretion.
e. To Renaissance's using third parties to assist with the Services (Renaissance will be responsible for ensuring their integrity and compliance with the Agreement, as well as their compensation and expenses).
f. To refrain, without Renaissance's written consent, from recording the Training and from copying or sharing any materials or Content.

Exhibit C

Premium Hybrid Products

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Exhibit D

Data Protection Addendum

Found at https://doc.renlearn.com/KMNet/R62068.pdf