

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Introduction.** The following Standard Terms and Conditions of Purchase (the “Terms”) shall apply to VitalSmarts, LC doing business as Crucial Learning and its subsidiaries and affiliates (collectively, the “Company”). Under these Terms, the “Client” shall mean the party identified on the applicable order form, variously referred to as an Order Confirmation Form, Client Confirmation Form, or Order Schedule (collectively the “Order”).
2. **Definitions.**
 - 2.1. “Materials” includes articles, course materials, instructor materials and other materials whether delivered in print or electronic means.
 - 2.2. “Platform” includes software and hardware used to provide Services to Client over the internet and associated offline components.
 - 2.3. “Services” means Company’s programs, deliverables, documentation, training, facilitation, or consulting services as placed by Client and accepted by Company on an applicable Order.
3. **Orders.** Orders shall detail the items being purchased by Client at the time of the purchase. All Orders for just learner licenses for access to course materials (whether online, virtual or physical) are non-cancellable and non-refundable. Upon Client signature or email confirmation of an Order, the Order will be binding. Orders must be placed no fewer than thirty (30) calendar days prior to the date the item is needed. Company may, at its discretion, accept orders fewer than thirty calendar (30) days, but may charge a rush fee or and/or expedited shipping fees if agreed to by the Client.
 - 3.1. Additional Orders. Additional Orders may be added to the Terms by reference to these Terms, provided that each such Order is signed by both parties.
4. **Intellectual Property and License Grant.** Client acknowledges and agrees that Company and its licensors are and remain the owners of all intellectual property rights in and to the Materials, Platform and Services
 - 4.1. License Grant. Company grants to Client a non-exclusive, non-transferable, non-sublicensable limited license to use the Materials, Platform and Services solely for Client’s internal use by employees of Client for whom access has been paid.
 - 4.2. User Access. Persons accessing the Services or receiving the Materials are referred to herein as “Users”. Client will pay the applicable fees for each User to access the Services or receive the Materials. User access is for named Users and cannot be shared or used by more than one User. Users may retain indefinitely for their personal reference the tangible Materials.
 - 4.3. Restrictions. Neither Client nor its employees nor any third party shall have any right to copy, distribute, publicly display, license, sub-license, create derivative works from or make any other use of Company Materials, Platform or Services. In addition, Client shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the software used in the Platform. Client shall not remove any proprietary notices or labels; use the Services for any unlawful purpose; create internet links to or from the Platform; or frame or mirror any of the content on the Platform.
 - 4.4. Artificial Intelligence Restriction. The Client shall not, and shall not permit any third party to, use the Company’s Background IP in whole or in part for any Artificial Intelligence processing, including without limitation for the purposes of training, coaching, summarizing, fine-tuning, improving, or developing any artificial intelligence or machine learning models, algorithms, or

systems, without the Company's prior written consent. For the avoidance of doubt, "Company's Background IP" includes all text, images, audio, video, data, and other materials provided to Client under this Agreement. This restriction applies regardless of whether the Artificial Intelligence processing is for commercial, non-commercial, research, or personal purposes.

- 4.5. **Client Information.** Client shall retain all its rights, title and interest in and to Client's products, trademarks, technology, inventions, techniques, data, designs, and other information. Insofar as Client or any of Client's employees input information into the Platform, all ownership of rights of such information belong to Client or the individual who inputted the information. In contrast, any feedback, comments, questions, ideas or other information provided to Company by Client, shall be licensed to Company by Client on a non-exclusive, worldwide, perpetual irrevocable basis. Company may use, exploit, reproduce, incorporate and distribute any feedback. Client represents the feedback will not violate the personal, proprietary or intellectual property rights of any third party.
5. **Virtual Training or Content.** If Client has ordered live online (virtual instructor led), on-demand (self-paced) training or is otherwise accessing Company's virtual Platform, this clause shall apply. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the virtual training or content and will promptly notify Company of any such unauthorized access or use. Only Client employees for whom Client has purchased the applicable license for access shall be given access. Client agrees to abide by registration instructions and procedures for virtual access provided by Company from time to time. Client acknowledges and agrees that a user of virtual training may not cancel his/her registration once registration for a course has been confirmed. For live online courses, registration occurs when a user logs into the virtual platform. For on-demand courses, registration begins when a user enters a username and password. Even if the user does not attend the course at all, or in its entirety, the registration fee will be earned by Company.
6. **Recording.** Audio, digital and/or video recording by Client or Client employees of any Company training course (whether in-person, live online or on-demand) is strictly prohibited. Speeches or short presentations may be recorded under certain circumstances and are subject to a separate Speaker and Recording Agreements.
7. **Availability.** Company uses commercially reasonable efforts to maintain availability of the Services and Platform 24 hours per day, 7 days per week. Scheduled and unscheduled interruptions may occur and Company does not warrant uninterrupted availability of the Platform. Normal software or hardware upgrades are scheduled for nights and weekends and designed to cause minimal disruption.
8. **Billing and Payment.** Unless otherwise stated in an Order, payment shall be due thirty (30) calendar days following receipt of an invoice. Company may invoice: a) after delivery of training or other Services, b) upon shipment of physical Materials or provision of access to Platform or c) in advance for subscriptions.
 - 8.1. **Payment Methods.** Payments will be accepted via wire, ACH, check or credit card. If Client pays via credit card, Client shall pay Company a 3% processing fee in addition to the invoice amount.
 - 8.2. **Overdue Payments.** Any late payment will accrue late charges at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law whichever is lower. Company shall be entitled, in addition to other available remedies, to suspend deliveries to Client.

- 8.3. Reimbursable Expenses. Client shall reimburse Company for all reasonable travel and lodging expenses. Client is also responsible, without limitation, for all applicable shipping and handling charges, sales and/or withholding taxes (at the actual rates at time of invoice). Company will add such charges and taxes to the invoice. Client will be responsible for paying all applicable taxes unless Client provides Company with a valid tax exemption certificate or other document acceptable to the authority imposing the tax.
9. **Shipping; Defective Product**. All orders are shipped F.O.B. Shipping Point, freight prepaid and added to Client's invoice. Company will, as its sole remedy, replace defective product with conforming product provided returns are made within ten (10) business days of receipt.
10. **Cancellation**. If Client cancels or reschedules a training course, Client is responsible for all non-refundable travel costs incurred, regardless of cancellation date. If Client cancels a training course with more than 30 calendar days' notice to Company, there is no cancellation fee and any fees previously paid will be credited to Client's next event or purchase (except non-refundable travel costs mentioned above). If Client cancels with thirty (30) or fewer calendar days' notice to Company, Client is responsible for 100% of the delivery fee for the event.
- 10.1 Reschedule. An Event is considered "rescheduled" only if the new date is within 5 business days of the last day of the original Event and Client signs an amended Confirmation Form (or equivalent). If the Event is rescheduled with the same master trainer, there is no cancellation fee. However, if a new master trainer is used for the rescheduled Event, Client is responsible for 20% of the day fee to compensate the original master trainer for the lost opportunity. If the new Event is not rescheduled within the time limits above or Client has not signed an amended Confirmation Form (or equivalent), the reschedule will be considered a cancellation and the cancellation terms above will apply.
- 10.2 Producer Cancellation/Reschedule. If a live online Event with a Company producer is cancelled or rescheduled with 6 or more business days' notice there is no cancellation/reschedule fee. If Client cancels or reschedules with 5 or fewer business days, Client is responsible for 100% of the producer fee.
- 10.3 Notice. Notice of cancellation/reschedule must be in writing and will be deemed given when received by Company. Notice may be given via e-mail to your Senior Client Advisor or by overnight courier addressed to: Customer Service, 320 River Park Drive, Suite SWB, Provo, UT 84604, USA.
11. **Subscriptions**.
- 11.1. Duration. Initial User subscriptions will begin and continue for the initial "Subscription Period" as stated in the applicable Order. Any additional User subscriptions added after the beginning of a Subscription Period will continue for the duration of the Subscription Period. Subscriptions added during the Order term will be prorated and billed for the remainder of the current Order term.
- 11.2. Renewal. User subscriptions may automatically renew for additional Subscription Periods of one year at the then current Company price, depending on the type of subscription. There shall be no automatic renewal if either party gives the other party notice of non-renewal at least sixty (60) calendar days prior to the end of the relevant Subscription Period or if renewal pricing is based on the actual number of current and anticipated users.

12. **Warranties.** Company warrants that the Materials, Platform and Services, when used in accordance with these terms and conditions a) will not infringe or otherwise violate any patents, copyrights, trademarks or other intellectual property rights of any third parties; and b) will be free from material defects in materials and workmanship when delivered.
- 12.1 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, THE PROGRAMS AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Indemnification.**
- 13.1. Indemnification by Company. Company will indemnify Client and Client's owners, directors, employees, agents and representatives ("Indemnified Parties"), from any and all third party claims and liabilities (including reasonable attorneys' fees) which may arise from third party patent, trademark or copyright infringement claims arising in connection with such Indemnified Parties' authorized use of the Materials, Platform and Services, except to the extent that such infringement is attributable to content provided by Client or an Indemnified Party. Company reserves the right to control the defense of any such litigation, including the employment of counsel and payment of all expenses, provided that Client provides Company with prompt written notice of such claim and Company may not settle any claim against Client unless it unconditionally releases Client of all liability.
- 13.2. Indemnification by Client. Client will defend, indemnify and hold Company harmless against any loss or damage incurred in connection with claims made or brought against Company by a third party alleging that the collection and use of Client data infringes the rights of a third party, provided that Company provided prompt written notice of such claim to Client and grants Client the sole right to defend such claim.
14. **Compliance with Laws.** Each party agrees to comply with all applicable laws and regulations including, but not limited to, all export control or other trade regulations. Client hereby acknowledges that all goods and services provided under these terms and conditions are subject to U.S. export control laws and may not be provided directly or indirectly to any country to which export is prohibited by U.S. export control laws or to any individuals or entities based or resident in those countries. Client acknowledges that if Company has reason to believe that U.S. export control laws may be or have been violated, Company may, in its sole discretion, suspend or terminate the Order or Orders immediately upon written notice.
15. **Limitation of Liability.** TO THE EXTENT ALLOWED BY LAW, COMPANY'S LIABILITY TO CLIENT IN CONNECTION WITH THESE TERMS OR ANY MATERIALS, PLATFORM OR SERVICES DELIVERED HEREUNDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CLIENT TO COMPANY FOR MATERIALS, PLATFORM OR SERVICES DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.
16. **Confidential Information.** Company and Client acknowledge that, subject to the exceptions set forth below, the following shall constitute "Confidential Information": (a) any information relating to an Order; (b) non-public information of a sensitive or proprietary nature to include but not be limited to financial, IT security, or technology information, ; and (c) any other information that either party

reasonably holds in confidence or has received from a third party under an obligation of confidentiality.

16.1. Exceptions. The following information will not be considered Confidential Information: a) information that is already generally available to the public at the time of disclosure by the disclosing party; b) information that hereafter becomes generally available to the public, through no fault of the receiving party; c) information that is known by the receiving party prior to the disclosure; and d) information that becomes known through a third party under no obligation not to disclose it. During the term and for three years thereafter, each party agrees to maintain the other party's Confidential Information as strictly confidential and not to, directly or indirectly, disclose or reveal it to any third party, or seek to use it for any purpose, except as contemplated in this Confirmation Form or as required by a court or governmental authority of competent jurisdiction, after first notifying the disclosing party of such disclosure requirement.

16.2. Injunctive Relief. The parties agree that a breach of this Section may cause irreparable damage which money cannot satisfactorily remedy and, therefore, the parties agree that in addition to any other remedies available at law or hereunder, the disclosing party will be entitled to seek injunctive relief for any threatened or actual disclosure by the receiving party.

16.3. Passwords. As part of the registration process, Client will assign passwords for accounts. Client is responsible for maintaining the confidentiality of passwords, and Client agrees Company has no liability with regard to the use of such passwords. Client agrees to notify Company if it has any reason to believe that the security of Client's account has been compromised.

17. **Data Privacy and Security.** Company uses commercially reasonable practices, including encryption and firewalls, to ensure that Client data is disclosed only to Client and Users. The following documents are incorporated by reference.

17.1. Terms of Use. If Client will access Company's Platform to download digital course materials or access on-demand courses or any assessments, Company's Terms of Use will also apply and may be found here: <https://cruciallearning.com/terms-policies/terms-of-use/>.

17.2. Privacy Policy. Company's Privacy Policy may be found here: <https://cruciallearning.com/terms-policies/privacy-policy/>.

17.3. Data Security. In lieu of a data processing addendum, Company's Data Security document may be accessed here: <https://cruciallearning.com/terms-policies/security-policy/>.

17.4. Data Compliance. Client shall be responsible for: a) Users' compliance with these Terms; b) using the Materials, Platform and Services in accordance with applicable laws and regulations; and c) be solely responsible for Client data. Client shall not: a) upload or otherwise transmit through the Services anything which violates law or infringes in any way upon the rights of others; b) interfere with or disrupt the integrity or performance of the Services; or c) attempt to gain unauthorized access to the Services or related systems or networks.

18. **Assessment Data.** The individual that provides personal data as part of any assessment (the "Data Subject") owns that assessment data regardless of whether access was paid for by the Client. Only the Data Subject can give permission to share or provide access to his or her results. Those who receive access to individual results have an obligation to protect the privacy and confidentiality of the Data Subject. Assessment data are retained indefinitely and can only be deleted at the request of the Data Subject.

19. **Third-Party Providers.** Certain third-party providers offer products and services related to the Services, including implementation, customization and other consulting services related to Client's use of the Materials, Platform and Services (both offline and online), such as exchanging data with the Platform or by offering additional functionality within the user interface of the Platform. Company does not warrant any such third-party providers or any of their products or services, whether or not designated by Company as certified, validated or otherwise. Any exchange of data or other interaction between Client and a third-party provider, and any purchase by Client of a product or service offered by such third-party provider is solely between Client and such third-party provider.
20. **Term and Termination.**
- 20.1. Term. Unless terminated as provided herein, the Order shall commence on the Start Date and end on the End Date as stated in the Order. Subscriptions shall terminate when all subscription periods and any renewals thereof entered into pursuant to these Terms have expired or been terminated.
- 20.2. Termination. Either Party may terminate these Terms and any associated Order upon thirty (30) calendar days written notice of a material breach if such breach remains substantially uncured after the notice period. Company may immediately terminate in the event the Client has breached the License Grant terms or has failed to pay amounts due. Termination shall not relieve Client of the obligation to pay any fees due or payable to Company prior to the effective date of termination. Rights and obligations under these Terms that by their nature should survive will remain in effect after termination or expiration of the Order.
- 20.3. Return of Information. Client data provided as part of an assessment will be made available to Client either from Company or through a third-party offsite storage provider for up to 90 days after termination. Reasonable storage charges may apply. Data Subject assessment results are specifically excluded from this clause.
21. **Governing Law.** The Order and all matters relating to the Order shall be governed by, and construed in accordance with, the laws of the State of California, excluding its conflict of laws provision.
22. **Insurance.** Company shall maintain in full force and effect during the term of these Terms, the following minimum insurance coverage: a) Workers' Compensation in accordance with the statutory Workers' Compensation Laws for the state(s) in which the Services are being performed; b) General Liability Insurance in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate; and c) Automobile Liability Insurance to include non-owned and hired vehicles in the minimum amounts of \$1,000,000 combined single limit per occurrence.
23. **General Terms.**
- 23.1. Independent Contractor. Company is an independent contractor to Client in respect of services provided under the Order. Neither party has the authority to act on behalf of the other party or to bind it.
- 23.2. Force Majeure. Each party will be excused from performance hereunder (except for the payment of money due) for any period and to the extent that it is prevented from performing its obligations, in whole or in part, as a result of delays caused by an act of God, war, riots, fire, flood, hurricane, typhoon, tornado, earthquake, lightning, explosion, strikes, lockouts, slowdowns, power outages, governmental action, or nonperformance by third party providers of goods or services, and such nonperformance shall not be a default or a ground for termination.

- 23.3. No Waiver. No delay or omission by either party to exercise any right or power under the Order will impair such right or power or be construed to be a waiver thereof. All waivers must be in writing and signed by the party waiving its rights.
- 23.4. Notices. All notices under these Terms shall be in writing and shall be delivered by registered or certified mail, express mail, or courier with tracking system to the address stated in the Order.
- 23.5. Assignment. Company may, without consent of Client, assign, transfer, delegate or pledge the Order and/or its rights and obligations hereunder to any third party in connection with any merger, spin-off, or sale of substantially all of the Company's stock or assets.
- 23.6. Modifications. The Order and Terms may not be modified except in writing, signed by both parties.
- 23.7. Signatures. The Order may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. Each party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PDF, and/or by commercially-recognized electronic signature software program shall constitute an original signature.
- 23.8. Headings. Headings in the Terms are for reference purposes only and will not affect the interpretation or meaning of the Terms.
- 23.9. Audit. If Company has a reasonable basis for believing that Client has violated the intellectual property and license grant provisions or that Client has otherwise breached these Terms, Company shall have the right, during the term of the Order and for one (1) year thereafter, to audit Client's use for the purpose of confirming Client's compliance with the provisions.
- 23.10. Product Updates. At Company's sole discretions, Materials, Platform and Services may be updated from time to time. Company will use reasonable efforts to provide Client with notice of such updates or modifications. However, Company makes no guarantees as to the recency of Materials, Platform and Services advertised and makes no commitment to update same.
- 23.11. Entire Agreement. The Order contains the entire agreement between the parties with respect to its subject matter and supersedes the provisions of any agreement prior to the date hereof. Any additional terms and conditions, such as those appearing on a purchase order, are expressly disclaimed and shall not apply.

Version: These terms and conditions are valid for all orders completed on or after October 09, 2025.