



OMNIPLEX (GROUP) LIMITED TERMS AND CONDITIONS
FOR:

Docebo

Omniplex (Group) Limited

January 2026

OMNIPLEX LEARNING - DOCEBO SERVICES AGREEMENT

SECTION 1 GENERAL

This Docebo Services Agreement is entered into by and between Omniplex and the Customer, (as defined below). The terms and conditions herein are common to all Schedules attached hereto, and to any Order Forms and/or SOWs entered into by and between the Parties hereunder. In the event of a conflict between this Agreement and any Schedule, or any Order Form(s) or SOW, the body of this Agreement will control, unless the Schedule, or applicable Order Form or SOW expressly states that the Schedule, or Order Form or SOW shall supersede. In the event of a conflict between any Schedule, and any Order Form or SOW, the Schedule will control, unless the Order Form or SOW expressly states that the Order Form or SOW shall supersede the applicable provision of the Schedule.

SECTION 2 DEFINITIONS

"Active User" means an End User who is authorized by Omniplex to use the Docebo services that only becomes active once that End User accesses and engages with the Software Services during a monthly or annual period, as stated in the applicable Order Form.

"Addendum" means the additional documentation that forms part of this Agreement that further details the terms of use of a particular Service as detailed in section 3.5.

"Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with an entity, where "control" means, for the purposes of this definition, an ownership, voting, or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question.

"Agreement" means, collectively, this Docebo Services Agreement and all Schedules, Order Forms, SOWs, the DPA and Addenda specifically referenced or incorporated herein.

"Business Day" means on Monday to Friday, excluding Bank Holidays in England and Wales.

"Content" means Docebo Data and Third-Party Content (as defined in the applicable Addendum).

"Contract Year" means a period of 12 months from and including the Effective Date or an anniversary of the Effective Date provided that, where this Agreement is terminated part way through such a 12 month period, a reference to a "Contract Year" shall include the period from the end of the last "Contract Year" completed until the date of termination.

"Customer" means the customer contracting entity identified in any Order Form or SOW issued hereunder that is receiving Services from Docebo unless expressly stated to the contrary in any applicable Order Form or SOW; provided, however, that such term includes all parents, subsidiaries, Affiliates, employees, representatives, successors and assigns and, if agreed in the Order Form or SOW, customers of the contracting party who shall, at the Customer's election, also be entitled to receive Services hereunder and request Order Forms and SOWs hereunder. Notwithstanding the broad interpretation of the term Customer hereunder, it is expressly understood that nothing in this



Agreement permits the Customer to be a 'reseller' or 'partner' of Docebo, and any such relationship shall only be formed by separate written agreement between Docebo and the Customer.

"Customer Data" all electronic data and information input by the Customer or End Users into the Docebo Software excluding Content.

"Deliverables" all documents, products and materials provided by Omniplex and/or Omniplex personnel as part of or in relation to the Onboarding Services in any form or media, including text, drawings, data maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

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

"Docebo" means Docebo S.p.A - Via Parco 47 - 20853 Biassono (MB) - ITALY.

"Docebo App(s)" means applications that allow the functionalities, advanced architecture capabilities, and integration between third-party systems and the Software Services.

"Docebo Content" means certain online courses and educational products provided by or through the Docebo Software and excludes Customer Data and any Customer Material input into the Software Services.

"Docebo Data" means proprietary information gathered or created by Docebo and provided to Customer as part of the Services, excluding Third-Party Content.

"Docebo Software" means the internet based Docebo software technology and related Services provided by Docebo, and that are accessible to the Customer and its End Users via a web browser through the internet.

"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 the Customer, as well as any Derivative Works thereof.

"Effective Date" means, with respect to this Agreement the date on which the Agreement commences, which shall be the last date set forth on the Order Form.

"End User" means an employee of the Customer or individual third party, in each case who is over the age of 16, who is authorized by the Customer to use the Software Services and has been provided individual login credentials.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.

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



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

"Omniplex" shall mean the Omniplex entity specified in the Order Form.

"Omniplex Systems" shall have the meaning given to it in clause 6.3(b).

"Onboarding Services" means any preliminary work required by the Customer to be delivered in advance of and/or alongside the delivery of the Services (including but not limited to a Plan, where applicable) as may be set out in the relevant Statement of Work agreed between the parties;

"Order Form(s)" means the ordering document executed by the Parties that specifies the Services, including any Schedules attached thereto.

"Party /Parties" each of Omniplex and the Customer, individually and collectively.

"Plan" the implementation plan and/or timetable as set out in the relevant SOW for Onboarding Services as agreed between the parties;

"Professional Services" means the consulting, implementation, training, integration, enhancement, configuration and other services as applicable provided by Omniplex pursuant to an Order Form or SOW.

"Registered Active User" means an End User who is authorized by the Customer to use the Docebo services and is loaded and marked as "active" within the LMS and is provided individual login credentials during a monthly or annual period, as stated in the applicable Order Form.

"Reseller" means the Customer who is presenting themselves as a partner of Docebo's in the scope of reselling and profiting from the sales of Docebo Services to their own end customers. For clarity this does not apply to those customers who provision additional instances of the platform to their end users and who may charge for such access.

"Schedule" means any document or addenda attached hereto or to any Order Form or SOW that sets out additional terms applicable to specific Services.

"Services" means all services provided by Omniplex under this Agreement as described on an Order Form or SOW including Software Services and Docebo Software.

"Software Services" as defined in the applicable Addendum.

"SOW" means a Statement of Work executed by the Parties, that specifies the Professional Services to be provided to the Customer entered into pursuant to this Agreement.

"Support Services" shall have the meaning given to them in clause 3.6 below.

"Third Party Applications" means online, internet-based applications and offline software products, if any, that are provided by third parties and interoperate with the Services (for example, web browsers, video players, etc.) that do not form a part of the Services.

"Third-Party Content" means the third party content as defined in the applicable Addendum.



"Year" means each successive period of twelve (12) months, the first such period commencing from and including the Effective Date provided that, where this Agreement is terminated part way through such a twelve (12) month period, a reference to a Year shall include the period from the end of the last Year completed until the date of termination.

SECTION 3 SERVICES

3.1 Subcontractors

All Services will be provided to the Customer by Omniplex, directly, or through an Affiliate, according to this Agreement and one or more Schedules, and Order Forms or SOWs issued hereunder. Omniplex may from time to time, in its discretion, engage third parties (including Docebo and its Affiliates) to perform Services ("**Subcontractor**") provided that Omniplex (a) remains primarily responsible for performance of its obligations under the Agreement; and (b) be responsible and liable for the acts and omissions of each Subcontractor in the scope of its performing any Services to the same extent as if such acts or omissions were by Omniplex or its employees. For greater certainty, Sub-processors, as defined in the DPA, shall not be considered Subcontractors for the purposes of this Agreement.

3.2 Docebo Software

- (a) During the Term, and as set forth in one or more Order Forms, Omniplex will provide the Customer and its End Users with remote access to the Docebo Software. During the Term, and subject to compliance with this Agreement, Omniplex grants to the Customer a worldwide, non-exclusive, non-transferable, non-assignable (except as provided herein), 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.
- (b) The Customer acknowledges that certain maintenance activities regarding the Docebo Software 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 Docebo Software. Where Omniplex agrees to provide the Customer with Support Services, such Support Services shall be provided in accordance with the terms set out in the Appendix to this Agreement. Omniplex will use its reasonable efforts to provide notice to the Customer regarding such maintenance activities, in the ordinary course, as soon as reasonable practicable in advance after receiving notification from Docebo of such maintenance activities. If Omniplex reasonably determines that maintenance activities will require an unavailability or outage of the Docebo Software in excess of ten (10) consecutive minutes, then Omniplex will give the Customer reasonable advance written notice of the same. Omniplex will use commercially reasonable efforts to perform routine scheduled maintenance during non-business hours ("**Maintenance Windows**").
- (c) Customer acknowledges and agrees that it will upgrade the Services to the most current version of the software in accordance with notices provided by Docebo.

3.3 Service Availability

For the purpose of this paragraph, the following definitions shall apply:

"**Excused Outage**" means, any Unavailability that is due to:



- (a) Planned downtime. Planned downtimes are downtimes that are scheduled during **"Maintenance Windows"** (defined above).
- (b) Emergency downtime. With respect to emergency downtime, Omniplex shall provide the Customer with as much notice as practical under the circumstances and strives to provide seventy-two (72) hours advanced notice. In all cases, Omniplex shall provide a minimum of twelve (12) hours' advanced notice of emergency downtime. Omniplex shall make commercially reasonable efforts to schedule emergency downtime in off peak hours (based on the Customer's business hours).
- (c) Force Majeure. Any Unavailability caused by a Force Majeure Event.

"Non Excused Outage" means anything other than an Excused Outage.

"Unavailable" or "Unavailability" means that all or the majority of the request for the Services are constantly timing out or failing with a server side error code; and (b) with respect to unavailability of the configuration portal, that the portal is not available for log on for all End Users. For greater certainty, there shall be no Unavailability as a result of (i) a failure of the Customer to correctly configure the Services in accordance with the Documentation and/or Omniplex's or Docebo's instructions; (ii) the unavailability of a specific web page; or (iii) unavailability of one or more specific features while other key features remain available.

- (a) The Services have been established such that they will be available at least 99.9% of the time, as measured on a monthly calendar basis (**"Availability Percentage"**) as follows:

$$\text{Availability Percentage} = ((T - EO) - IEO / (T - EO)) \times 100\%$$

T = Total Monthly Time

EO = Total Monthly Excused Outages

IEO = Total Monthly Non-Excused Outages

- (b) If Omniplex fails to achieve the Availability Percentage for two (2) calendar months in any six (6) month period then the Customer shall be granted service credits in compensation for the same (**"Service Credits"**), as detailed below. The value of Service Credits is calculated as a percentage of the pro rata monthly charges paid by the Customer to Omniplex for Services under the applicable Order Form or SOW, in accordance with the schedule below.

Availability Percentage Service Credit Percentage

Less than 99.9% but equal to or greater than 99.0%	10.0%
Less than 99.0%	30.0%

- (c) Omniplex will apply Service Credits to the Customer's account. In the event there are no further Fees owing under the Agreement, Omniplex shall issue the Customer a refund within 90 days. The Customer acknowledges and agrees that payment of Service Credits shall be its sole and exclusive remedy from Omniplex in the event that Docebo fails to achieve the Availability Percentage.



3.4 General Technical Requirements

The Customer shall ensure that its IT systems comply with any relevant specification and prerequisites provided by Omniplex to the Customer from time to time, including but not limited to the prerequisites set out in this Agreement. Using the Software Services requires Third Party Applications including a modern web browser that supports cookies and JavaScript. Omniplex neither represents nor warrants that the Software Services will be accessible through *all* web browser releases or all versions of tablets, smartphones, or other computing devices. In accordance with this Agreement, Customer must have the requisite equipment, software, and internet access to be able to use the Services. Acquiring, installing, maintaining, and operating equipment, any Customer software, Third Party Applications, and internet access is solely the Customer's responsibility. Internet access is not included in the Services purchased from Omniplex, and the Customer is responsible for internet access with the service provider of its choosing. Omniplex will not be responsible for any malfunction of the internet or any antivirus protection system installed by the Customer. In the event that the Customer cannot meet the technical requirements to access the Software Services as set out in this Agreement and/or provided in writing to the Customer by Omniplex from time to time, through no fault of Omniplex, Omniplex shall be under no obligation to provide the Support Services described in the Agreement.

3.5 Software Service Addendum.

The specific terms pertaining to the Software Services can be found at the following link: <https://www.docebo.com/company/software-addendums-packs/>. Each section of the Addendum is only applicable if the Software Service(s) named have been subscribed to as stated in the applicable Order Form.

3.6 Support Services

If purchased by the Customer, Omniplex will provide customer care and support services to the Customer, as set forth in the Order Form and as further described in the Appendix attached hereto (collectively, "**Support Services**"). Other than Support Services, Professional Services (as defined in Section 3.7), and other Services specifically provided for in the applicable SOW, Omniplex will have no obligation to provide customer care and support services to the Customer under this Agreement.

3.7 Professional Services

- (a) If the Customer requests and Omniplex agrees, Omniplex may provide additional Professional Services to the Customer pursuant to the terms of one or more written SOWs and the applicable Order Form. Each such SOW will include, at a minimum, (i) a description of the Professional Services; and (ii) the then estimated project completion dates; and (iii) a signature by each Party's respective authorised representative.
- (b) In the event that Customer needs to temporarily suspend any Professional Services engagement with Omniplex during the course of their delivery of such Professional Services, Customer must provide written notice (in accordance with Section 13.5 (Communications; Notices) no less than two (2) weeks prior to the date they wish to commence such temporary suspension. In this written notice Customer must provide the following:
 - (i) Customer's reasons for temporary suspension;
 - (ii) date Customer requests the suspension status begin; and
 - (iii) date Customer anticipates suspension status to end.



Omniplex will review and determine whether, in its sole and reasonable discretion, to accept such requests. In the event Customer requests to restart the Professional Service earlier or later than the originally requested date, Customer must provide at least two (2) weeks' notice of such change and Omniplex will use commercially reasonable efforts to accommodate such request. Additionally, depending on the requested length of such suspension, Omniplex will work with Customer to set a mutually agreeable re-start date based on the availability of the original resources assigned to the Customer and other resources that may be assigned to the Customer. Customer may only go into such suspension status once per Professional Service engagement.

- (c) All timelines for delivery of any Professional Services as detailed in any applicable SOW are estimates for delivery of the Services indicated. Furthermore, such timelines are not additive, and some Professional Services may be delivered in tandem. Omniplex will work with Customer to establish mutually agreed timelines at the onset of any Professional Services engagement.

3.8 On-Site Services

In the event that the Parties agree that Omniplex will provide certain Professional Services on-site, the Customer will provide to Omniplex copies of all applicable on-site safety policies and procedures.

3.9 Onboarding Services

- (a) In the event that the Customer requires any Onboarding Services, such services shall be agreed between the parties in a SOW.
- (b) The parties will agree the scope and timeline of any such Services within fifteen (15) days of signature by the Customer of the Order Form (unless already agreed in an Order Form or SOW).
- (c) The commencement of any Onboarding Services purchased must start within thirty (30) days of invoice date or as otherwise set out in the Order Form.
- (d) The Customer shall co-operate with Omniplex and shall provide all necessary information that Omniplex may require to provide the Onboarding Services.
- (e) The Customer shall ensure that its key members of staff required for Omniplex's delivery of the Onboarding Services are available to Omniplex during the Onboarding Services.
- (f) Omniplex shall use reasonable endeavours to perform the Onboarding Services in accordance with the relevant timetable set out in the Plan, but any such timetable and dates are understood to be estimates, and time shall not be of the essence.
- (g) The Onboarding Services may require Customer assistance from time to time as set out in the SOW. In the event of any delays in the Customer's provision of such assistance, Omniplex reserves the right to:
 - (i) adjust any agreed dates.
 - (ii) (where the final delivery date is delayed by more than one calendar month,) invoice for all outstanding monies;



- (iii) (where delivery is delayed by more than one calendar month,) invoice an additional five per cent (5%) of the full project amount for every additional month there is a delay;
- (iv) (where the project is delayed for three (3) months or longer,) EITHER rescope and provide revised costs for the remaining activities, OR close the project and deem it to be completed with no refund due, nor any crediting of Bank of Hours/ Bank of Days (where the project is being paid for by Bank of Hours/ Bank of Days).
- (h) Where Omniplex has submitted Deliverables to the Customer for acceptance and/or review, the Customer will be deemed to have accepted such Deliverables in full if no communication is received from the Customer within ten (10) days of Omniplex's submission. Alternatively, if the Customer does not sign off a project within ten (10) days of a request to do so, Omniplex, at its discretion, will close the project and deem it to be completed with no refund due.
- (i) Where the Customer wishes to change, amend, or extend the Deliverables or any other aspect of the services set out in the SOW, it shall submit a change request to Omniplex using Omniplex's Change Request form (available on request). Omniplex shall assess the Change Request for technical viability, and subject to this shall set out any additional Charges and estimated time for the requested change(s). A Change Request shall only be deemed to be accepted and agreed by the parties upon the signing of an amended SOW.
- (j) It is the Customer's responsibility to obtain third party software licences to use and edit the Deliverables.

3.10 Additional Services

Through its use of the Services, any of the Customer's designated administrators may have the ability to purchase: (i) online courses; (ii) customized educational products; (iii) Docebo Apps; (iv) software; and/or (v) additional modules (collectively, the **"Additional Services"**). The delivery of and fees for the Additional Services will be charged to the Customer. For greater certainty, this Section 3.9 does not apply to any Third-Party Content (other than Docebo Content).

3.11 Beta Releases

Omniplex may, at its sole discretion, may invite customer and make certain services available to the Customer on a test basis which will be clearly designated as beta, pilot, limited release, non-production or by similar description ("**Beta Release**"). Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Beta Release is provided on an "as is" and "as available" basis without any liability (whether in contract, tort (including negligence) breach of statutory duty or otherwise howsoever arising) and indemnity obligations, warranty, support, Support Services, Professional Services, maintenance, or service level obligations of any kind. Omniplex does not guarantee that future versions of Beta Release will be released or that if such Beta Release is made generally available, it will be substantially similar to the current Beta Release. Omniplex may terminate Customer's right to use Beta Release at any time for any reason. If any Beta Release is publicly released, Customer may execute a separate Order Form to procure the relevant Software Services (being the publicly available version of the Beta Release) at then-current applicable fees.

SECTION 4 OWNERSHIP, USE OF CUSTOMER DATA AND STATISTICAL INFORMATION

4.1 For Omniplex

All title, ownership rights, and Intellectual Property Rights in and to the Services, Docebo Software, the Documentation, Docebo Data, Docebo Content and all Docebo Marks (and all Derivative Works



and copies thereof) are and will remain owned exclusively by Omniplex or its licensors (including Docebo). No rights are granted to the Customer other than as expressly granted in this Agreement. The Customer acknowledges that the Docebo Software, in source code form, remains proprietary information of Docebo and that the source code is not licensed to the Customer by this Agreement or any Schedule, Order Form or SOW and will not be provided or escrowed by Omniplex or Docebo. Omniplex or its licensors (including Docebo) will also retain all Intellectual Property Rights in any Professional Services or Additional Services, unless and to the extent that the Parties agree that the same are intended to be transferred to the Customer in connection with the performance of and payment thereof, as indicated in the applicable Order Form or SOW.

4.2 For Customer

All title, ownership rights, and Intellectual Property Rights in Customer Data that the Customer owns or has licensed, and that the Customer or its End Users uploads to the Services, will remain owned exclusively by the Customer, or other third party(ies), as the case may be. Customer will be solely responsible for (i) the accuracy, quality, content, legality and use of Customer Data, including the means by which Customer Data is acquired and transferred by Customer or its End Users, (ii) obtaining any licenses, permissions or authorizations required for any use of the Customer Data, and (iii) complying with all applicable terms and conditions of any third party website related to Customer Data obtained from such third party website or its use in connection with the Services. Customer grants to Omniplex and its Licensors (including Docebo) worldwide, royalty-free, non-exclusive, perpetual, irrevocable license to: (i) use or transfer any feedback Customer gives Omniplex and/or Docebo in relation to the Software or Software Services for any purpose; and (ii) use, copy, store and display Customer Data on an aggregated and anonymous basis only for the purposes of improving or developing enhancements to the Software or Software Services and to offer new products and services that may relate to the Customer Data.

SECTION 5 FEES AND PAYMENT TERMS

5.1 Fees

Fees payable for Services received under this Agreement shall be in the amounts and payable on the terms set forth on the applicable Order Form or SOW, and as otherwise set forth in Section 5.2 below. Except as otherwise may be set forth in an applicable Order Form or SOW, all payments for fees shall be due within thirty (30) days from the date of invoice and shall not be subject to 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). All fees paid, and expenses reimbursed under this Agreement will be in the currency specified in the applicable Order Form or SOW. Except as otherwise specified in the applicable Order Form or SOW, payment must be made by wire transfer or automated clearing house (ACH).

5.2 Users

- (a) As set out in the Order Form, the fees for accessing the Services are based on the number of Active Users or number of Registered Active Users (collectively "Users") and User limitations may vary across the Services. Fees for additional Users in excess of the authorized number of Users are set forth in the Order Form (each, an "Extra User") and will be invoiced to the Customer as specified in the Order Form.
- (b) With regard to Active Users, when the Customer reaches approximately ninety percent (~90.0%) of its Active User limitations, Omniplex will provide electronic notice to the Customer regarding its possible exceedance of such limitations.



- (c) Unless stated otherwise in the Order Form, Registered Active Users will be tracked monthly and any charges for Extra Users will be billed on the first of the following month.
- (d) For greater certainty, no change will be made to the fees if the actual number of Users is less than the authorized number of Users set forth in the Order Form; and no 'down-grading' of the User thresholds will be permitted during the Term. Expenses

For any Professional Services provided by Omniplex, the Customer will reimburse Omniplex for actual, reasonable travel, living, and other incidental expenses incurred by Omniplex and/or its sub-contractors; provided, however, that all such expenses shall be pre-approved by the Customer in writing.

5.3 Late Payments

The Customer 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 law) on all balances not paid when due on account of all invoices which are not reasonably in dispute. Omniplex may, at its option, upon notice and a reasonable opportunity to cure, suspend the Services, in whole or in part, if Omniplex does not receive all amounts which are due and owing, and not reasonably in dispute, under the Agreement when due, provided that it shall restore the Services promptly upon the clearance of any such disputed amounts. The Customer will reimburse Omniplex for all reasonable costs incurred by Omniplex in collecting any late payment or interest, including legal/ attorneys' fees, in an amount not to exceed fifteen percent (15.0%) of the outstanding amount owed, court costs and collection agency fees.

5.4 Taxes

Customer shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added or other taxes, federal, state, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on Omniplex's net income.

SECTION 6 RECEIPT OF SERVICES; GENERAL PARTY OBLIGATIONS.

6.1 Technical Requirements

In accordance with the requirements set forth in this Agreement, the Customer must have the required equipment, software, and internet access to be able to use the Services. Acquiring, installing, maintaining and operating equipment, any Customer software, and internet access is solely the Customer's responsibility. Internet access is not included in the Services purchased from Omniplex, and the Customer is responsible for internet access with the service provider of its choosing. Omniplex cannot be held responsible for any malfunction of the internet or any antivirus protection system installed by the Customer.

6.2 Use of Docebo Software and Services

- (a) The Software and Services may be used only for Customer's own lawful business purposes. The Customer represents and warrants that it shall not knowingly, and shall not knowingly permit others, in using the 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, Omniplex or Docebo, or interfere with another party's use of the Services, or use the Services to invade



another's privacy, or input material into the Services that are vulgar, defamatory, false, intentionally misleading, or that promote racism, bigotry, hatred, or physical harm of any kind against any group or individual, or promotes illegal activities or contributes to the creation of weapons, illegal materials, or is otherwise objectionable or illegal in any way or constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (ii) publish, upload, ship, distribute or disseminate any harmful, infringing, fraudulent, tortious, or unlawful material or information (including any unsolicited commercial communications); (iii) misrepresent, or in any other way falsely identify, the Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Services; (iv) transmit or upload any Material through the 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 Omniplex's, Docebo's, or any other person's or entity's, network, computer system, or other equipment; (v) upload any Sensitive Data (as defined in the DPA) or protected health information into the Services; (vi) interfere with or disrupt the Services, networks or servers connected to the Omniplex 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 Services; (vii) attempt to gain unauthorized access to the Services, other Omniplex and/or Docebo customers' computer systems or networks using the Services through any means; (viii) copy, modify or create Derivative Works or improvements of the Services or the 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 the Docebo Software; (xii) access or use the Services or the Docebo Software for purposes of the development, provision, or use of a competing software service or product, or (xiii) sell, resell, assign, pledge, transfer, license, sublicense, distribute, rent or lease the Services or Docebo Software; (xiv) use the Software and/or the Services to promote any political agenda including but not limited to endorsing any political party, policy, candidate, or elected official.

- (b) Omniplex has no obligation to monitor the Customer's use of the Services and the Docebo Software; however, Omniplex reserves the right, upon being made aware of material non-compliance with the terms of the Agreement, to monitor such use, and to review, retain and disclose any information as necessary to ensure compliance with the terms of the Agreement, and to satisfy or cooperate with any applicable law or regulation, or duly served legal process or governmental request.

6.3 Compliance with Law

- (a) Both Parties will observe and comply with all applicable laws in connection with their performance under this Agreement. Each Party will notify the other, promptly and without any undue delay, of any discovered unauthorized use of the Services related to the Customer's receipt of such Services hereunder; provided that such Party is legally able to give such notice. To the extent any End User is under the age of 18, Customer represents and warrants that it is responsible for obtaining any additional consents as required by applicable law.
- (b) Omniplex may suspend the Services, upon notice and a reasonable opportunity to cure, in the event of a material violation by the Customer of any obligation contained in this Section 6, until such violation ceases and Omniplex receives reasonable



assurances that such violation will not continue. If Omniplex believes, in its sole reasonable discretion, that the software, computing equipment, API or network systems owned, licensed or controlled by Omniplex or any of its Subcontractors (collectively, "**Omniplex Systems**") are being currently used for criminal activity, in a manner that violates the legal rights of Omniplex or Docebo, Omniplex's and/or Docebo's customers (including the Customer), any user of the Docebo Software or other third party, or is experiencing an actual data loss or data misappropriation, or that the continued operation of the Omniplex Systems places the Omniplex 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 the Customer.

- (c) Without in any way limiting the foregoing, the Customer specifically represents and warrants that neither it, nor any of its affiliates or contractors are (i) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (ii) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. Further, the Customer must comply with all relevant laws and ordinances pertaining to corruption, including the U.K. Bribery Act 2010, and, if applicable, the U.S. Foreign Corrupt Practices Act ("FCPA") with respect to any activities undertaken relating to this Agreement. The Customer must not pay, promise to pay, authorize a payment, give, promise to give, or authorize the giving of anything of value to any government official for purposes of (a) influencing any act or decision of any government official in his, her or their official capacity; (b) inducing any government official to do or omit to do any act in violation of the lawful duty of any official; (c) securing any improper advantage; or (d) inducing any government official to use his, her or their influence with the government or instrumentality of government to affect or influence any act or decision of the government or instrumentality with respect to any activities undertaken relating to this Agreement.

6.4 Application Programming Interface Provisions

- (a) In connection with its use of the Docebo Software, the Customer will be provided with access to an 'instance' or 'deployment environment' of the Docebo Software (a "**Docebo Instance**"). The Docebo Instance may be accessible through an Application Program Interface (API) requiring login and API credentials (the "**Docebo Credentials**"). Docebo allows the Customer to control, track, and monitor End Users with access to the Docebo Credentials.
- (b) Omniplex provides documentation disclosing certain protocols and aspects of Docebo Software functionality for building and integrating Third Party Applications (the "**API Protocols**"), which may be updated from time to time provided however such change will not result in a material degradation of the Customer's ability to use the Services. Omniplex expressly disclaims and shall have no liability (whether in contract, tort (including negligence) breach of statutory duty or otherwise howsoever arising) with respect to how the API Protocols are used. Further, unless otherwise specified by the Parties, in writing in an applicable Order Form or SOW, Omniplex takes no ownership interest in or rights to any third-party software code that incorporates the API Protocols.
- (c) In order to enable the functionality provided by the API Protocols, a requesting party must serve licensed Docebo Credentials to the Docebo Instance. The Customer expressly understands that Omniplex does not go beyond a verification of proper Docebo Credentials to validate whether or not access to 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 with the 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. Omniplex expressly disclaims and shall have no liability (whether in contract, tort (including negligence) breach of statutory duty or otherwise howsoever arising) to the Customer, or any third party, for any loss or damages resulting from how the API Protocols are used, unless and to the extent that the same may be solely and directly attributable to Omniplex's actions.

(d)

SECTION 7 CONFIDENTIALITY

7.1 Confidential Information

"Confidential Information" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is of value to its owner and is treated as confidential (including all information which is subject to treatment as a 'trade secret' under applicable law) or should otherwise be reasonably understood to be confidential, in light of the context in which it is disclosed. Customer Data shall expressly be considered as Confidential Information hereunder. Docebo Software, Documentation, and the terms and conditions of this Agreement (including pricing) shall expressly be considered as Confidential Information of Omniplex and Docebo. For purposes of this Agreement, Confidential Information does not include any information that: (i) the Receiving Party establishes was publicly known at the time of the Receiving Party's receipt or has become publicly known other than by a breach of this Agreement; (ii) prior to disclosure hereunder, it was already in the Receiving Party's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to any disclosure hereunder, the information is obtained by the Receiving Party on a non-confidential basis from a third-party who has the right to disclose such information; or (iv) was developed by the Receiving Party without any use of any of the Confidential Information as evidenced by appropriate documentation. For greater certainty, the Parties agree that Customer Personal Data is Confidential Information but is governed by Section 8 of this Agreement.

7.2 Disclosure

The Parties agree that, during the Term of this Agreement, each Party may disclose to the other Party certain Confidential Information of such Party or of such Party's associated companies, distributors, licensors, suppliers, or customers.

7.3 Requirement of Confidentiality

- (a) Each Receiving Party agrees to hold all Confidential Information disclosed to such Receiving Party by the 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 Confidential Information disclosed by the Disclosing Party to any third party, or utilize the Confidential Information disclosed by the Disclosing Party for any purpose whatsoever other than as expressly contemplated by the Agreement.
- (b) The Customer acknowledges that the Docebo Software and Documentation, as well as all pricing aspects of Order Forms and SOWs issued in connection with this Agreement, are the Confidential Information of Omniplex and Docebo.
- (c) With regard to all Confidential Information, the obligations in this Section 7 shall continue for the Term of the Agreement and for a period of three (3) years thereafter;



provided, however, that, with respect to any Confidential Information which is a trade secret under applicable law, the obligations shall continue in perpetuity for so long as such information is considered a trade secret.

- (d) Notwithstanding anything to the contrary herein, if the Receiving Party is ordered by an administrative agency or other governmental body of competent jurisdiction to disclose the Confidential Information, then the Receiving Party may disclose the requested Confidential Information; provided however, that, the Receiving Party shall first notify the Disclosing Party prior to disclosure, if allowed by law, in order to give the 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 Confidential Information which the Receiving Party is required to disclose.

7.4 Return of Materials

Upon the request of the Disclosing Party or upon the expiration or termination of the Agreement, the Receiving Party shall promptly destroy or deliver to the Disclosing Party all of the Disclosing Party's Confidential Information and any notes, extracts or other reproductions in whole or in part relating thereto, without retaining any copy thereof. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain such copies of Confidential Information as may be reasonably necessary for legal or recordkeeping purposes, including such copies as are embedded in the automated backup of electronic data processing systems.

SECTION 8 DATA PROTECTION

8.1 Processing of Personal Data

The parties shall comply with the provisions with Schedule B.

SECTION 9 LIMITED WARRANTY AND DISCLAIMER.

- (a) Omniplex warrants to the Customer 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 the Agreement will operate substantially in conformity with its Documentation and; (iv) the Documentation accurately and completely reflects all material features and functions of the Services.

The above warranty will not apply to non-conformities, errors or problems caused by acts within the control of the Customer or its End Users or arising from Customer's negligence or improper use of the Services from unauthorized modifications or use of Services in an unsupported operating environment or manner, or any issues that arise from integrations made with third-party software at Customer's election.

- (b) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER OMNIPLEX, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF ANY NATURE OR KIND WHATSOEVER TO THE CUSTOMER, 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 AGREEMENT, THE SERVICES ARE PROVIDED TO THE CUSTOMER 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 TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON-MATERIAL ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SERVICES WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED OR RECOMMENDED BY OMNIPLEX, OR THAT THE SERVICES FUNCTIONALITY WILL MEET THE CUSTOMER'S REQUIREMENTS.

THIS SECTION IS SUBJECT TO SECTION 10.3.

SECTION 10

LIMITATIONS OF LIABILITY

10.1 Exclusions of Liability

- (a) Subject to Section 10.3, in no event shall either Party, its affiliates, licensors or suppliers, or any of their respective 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 any 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 (whether in contract, tort (including negligence) breach of statutory duty misrepresentation (whether innocent or negligent), restitution or otherwise howsoever arising) is based on any legal or equitable theory, including, but not limited to, contract, tort, negligence, strict liability, products liability or otherwise.
- (b) Subject to Section 10.3, Omniplex shall under no circumstances whatsoever be liable (whether in contract, tort (including negligence) breach of statutory duty misrepresentation (whether innocent or negligent), restitution or otherwise howsoever arising) to the Customer, for:
 - (i) any loss of profits, anticipated profits, business, reputation or goodwill;
 - (ii) any loss or corruption of data or information;
 - (iii) loss of anticipated savings or wasted expenditure; or
 - (iv) any loss or Liability under or in relation to any other contract,(in each case whether direct or indirect).

10.2 Maximum Liability

Subject to Section 10.3, in no event shall Omniplex's total aggregate liability in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with this Agreement in relation to any Contract Year, exceed the greater of one hundred percent (100%) of the fees paid or payable by the Customer in relation to that Contract Year.

10.3 Matters which are not excluded or limited

Nothing in this Agreement shall exclude or limit either party's liability for:



- (a) death or personal injury caused by its negligence or that of its employees, agents or sub-contractors;
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability which may not be limited or excluded under applicable law.
- (d) claims pursuant to section 11 (Indemnification);

and nothing in this Agreement shall limit or exclude the Customer's payment obligations hereunder.

SECTION 11 INDEMNIFICATION

11.1 Omniplex Indemnification

- (a) Omniplex shall indemnify and defend the Customer and End Users against any and all third-party claims, actions or proceedings arising out of or in connection with, and to the extent caused by any infringement by the Docebo Software or Docebo Data against any patent, copyright, or trademark, or the misappropriation of any trade secret (except for claims which are specifically excluded under the terms of Section 11.1(b)), provided that if any Services (including the Docebo Software) becomes, or, in Omniplex's opinion, is likely to become, the subject of any claim of infringement, Omniplex may, at its sole option:
 - (i) obtain for the Customer the right to continue using the Services;
 - (ii) replace or modify the affected Services so that it becomes non-infringing while providing substantially equivalent functionality; or
 - (iii) if such remedies are not available on commercially reasonable terms, as determined by Omniplex, terminate the license to use the Services for the affected portion and promptly refund any pre-paid subscription fees for the affected portion thereof.
- (b) Notwithstanding any terms contained in Section 11.1(a), Omniplex shall have no liability (whether in contract, tort (including negligence) breach of statutory duty misrepresentation (whether innocent or negligent), restitution or otherwise howsoever arising) for infringement claims if the alleged infringement is based on or arises from (i) the combination or use of the Services with software or other materials not provided or recommended for use by Omniplex, (ii) the modification of the Services by anyone other than Omniplex, or at Omniplex's direction, or (iii) the use of the Services not in accordance with the Documentation or this Agreement.

11.2 Customer Indemnification

The Customer will indemnify and defend, Omniplex, and its officers, directors, employees and affiliates against all third-party claims, actions or proceedings arising out of or in connection with, and to the extent caused by:

- (a) Customer Data; or
- (b) any infringement or misappropriation of any Intellectual Property Rights of third parties; or
- (c) any violation by the Customer of its obligations in Section 7 (Confidentiality).



11.3 Indemnification Obligations

The indemnification provided in Sections 11.1 and 11.2 is conditioned on:

- (a) the party to be indemnified (the "**Indemnified Party**") giving the indemnifying party (the "**Indemnifying Party**") prompt written notice of such claim;
- (b) the Indemnified Party providing its full cooperation in the defense of such claim, if requested by the Indemnifying Party; and
- (c) the Indemnified Party granting the Indemnifying Party (or its nominee) the sole authority to defend or settle the claim.

11.4 Exclusive Remedy.

This section 11 states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other Party for any type of claim described in this section.

SECTION 12 TERM AND TERMINATION

12.1 Term

The term of this Agreement shall commence on the Effective Date and shall continue through until the expiration or termination of all Service Terms (the "**Term**"). A "**Service Term**" is defined as the period of time, as set out on each applicable Order Form or SOW, for each Service provided to Customer under this Agreement.

12.2 Auto Renewal

Except as otherwise specified in an Order Form or SOW, subscriptions will automatically renew for subsequent twelve (12) month periods (each, a "**Renewal Term**"), unless either Party gives written notice of non-renewal in accordance with this Section 12.2. Upon each subsequent Renewal Term, the fees will be revised to reflect Omniplex's then-current fees for the applicable Services. Fees for any upcoming Renewal Term shall be set out in the Order Form sent to Customer, at least eighty five (85) days prior to the commencement of such Renewal Term. Unless otherwise specified in the Order, to prevent renewal of the Agreement, either Party must give written notice of non-renewal to the other Party at least seventy (70) days prior to the end of the then current Term.

12.3 Termination

Without prejudice to any other rights or remedies of each Party hereunder, and in addition to any other termination rights herein, the Parties shall have the right to terminate the Agreement as provided below:

- (a) by either Party if the other Party commits a material breach of this Agreement and such breach remains uncured thirty (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 Omniplex if any amounts hereunder which are due and owing and not reasonably in dispute remain unpaid for more than ten (10) days following written notice of such unpaid amounts being delivered to the Customer;



- (d) by Omniplex if Customer is acting as a Reseller without Omniplex's express written consent; or
- (e) by Customer if Omniplex is in breach of Section 13.10 (Modifications).

12.4 Effect; Transition

Upon expiration or termination of this Agreement for any reason, all rights and licenses granted by Omniplex hereunder to the Customer will immediately cease. Upon any expiration or termination of this Agreement, Omniplex shall make the Customer's Materials reasonably available to it for a period of thirty (30) days. Upon any duly effected termination of this Agreement by the Customer pursuant to sections 12.3(a), 12.3(b), or 12.3(e), Omniplex will promptly refund any pre-paid fees for Services not yet received by the Customer.

- (a) Upon any expiration or termination of this Agreement by the Customer pursuant to Sections 12.3(a) or (b) of this Agreement, Omniplex will continue, upon the Customer's written request, to provide the Services to the Customer, as the Services were provided to the Customer during the most recently completed Term and under the same conditions and applicable fees, for a maximum period of six (6) months ("**Transition Services**"). The Customer may use the Transition Services to continue operations and for data retrieval and export purposes, and Omniplex will provide reasonable migration tools that it generally makes available to its customers for the Customer to retrieve the Customer's Materials and content as a part of providing the Services. In any event where the Customer has elected to receive Transition Services, the Customer represents and warrants that it will work expeditiously and diligently to migrate itself onto an alternative solution.
- (b) Upon any expiration or termination of this Agreement for any reason:
 - (i) the Customer shall immediately pay to Omniplex all Omniplex's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Omniplex may submit an invoice, which the Customer shall pay immediately on receipt; and
 - (ii) the parties' rights and remedies that have accrued as at termination shall be unaffected.

12.5 Survival

Termination of this Agreement or any Order Form or SOW issued hereunder shall not affect Section 5 (Fees and Payment Terms), Section 7 (Confidentiality), Section 10 (Limitations of Liability), Section 11 (Indemnification), Section 12.4 (Effect; Transition) and Section 13 (Miscellaneous), all of which shall expressly survive such termination.

SECTION 13 MISCELLANEOUS

13.1 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.



13.2 Governing Law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

13.3 Intentionally Omitted

13.4 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.

13.5 Communications; Notices

- (1) Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
 - (a) delivered by hand or by pre-paid first-class post or by a signed-for next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to **Legal@OmniplexLearning.com**.
- (2) Any notice or communication shall be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address;
 - (b) if sent by pre-paid first-class post, at 09:00 on the second Business Day after posting; and
 - (c) if sent by a signed-for next working day delivery service, at the time recorded by the delivery service; and
 - (d) if sent by email, at 09:00 on the next Business Day after transmission.
- (3) This Section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.6 Assignment

Omniplex may at any time assign, transfer, mortgage, charge, declare a trust over, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under this Agreement without the Customer's consent. The Customer shall not assign, transfer, mortgage, charge, declare a trust over, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under this Agreement without Omniplex's written consent.

13.7 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.



13.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous oral or written communications, representations, understandings, agreements or proposals with respect thereto. For the avoidance of doubt, any purchase order forms, or similar document, issued by the Customer to Omniplex, outside of an Order Form or SOW will not be accepted and are expressly rejected by Omniplex. All Order Forms, SOWs and Schedules attached to the Agreement or subsequently added hereto by mutual consent of the Parties are incorporated into this Agreement for all purposes. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Omniplex which is not set out in this Agreement.

13.9 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.

13.10 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, Omniplex reserves the right, in its sole discretion, to make any changes to the Services and to the Docebo Software where it:

- (a) is instructed to do so by Docebo;
- (b) deems necessary or useful to:
 - (i) maintain or enhance:
 - (A) the quality or delivery of Omniplex's services to its customers,
 - (B) the competitive strength of or market for Omniplex's services, or
 - (C) the Services' cost efficiency or performance; or
- (c) to comply with applicable law; provided that no such changes have the effect of materially degrading the functionality of the Services.

13.11 Force Majeure

Neither Party will be responsible for any delay or failure in performing any of its obligations hereunder due to causes of force majeure, which are the result of circumstances or events which are not reasonably foreseeable and are beyond such Party's reasonable control, including, without limitation, acts of God, acts of government, flood, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving a Party's employees), computer or telecommunications failures or delays involving hardware or software not within a Party's possession or reasonable control, and network intrusions or denial of service attacks (each a "**Force Majeure Event**"). The Party affected by a Force Majeure Event will advise the other Party in reasonable detail of the Force



Majeure Event as promptly as practicable and keep the other Party reasonably apprised of progress in resolving the Force Majeure Event.

13.12 No Third-Party Beneficiaries

The Agreement is personal to the Parties and no third parties shall be considered beneficiaries hereof, for any purposes.

13.13 Insurance

- (a) At all relevant times during the performance of Services pursuant to the Agreement, Omniplex shall have in place and maintain the following minimum insurance coverages:
 - (i) Professional Indemnity – £2,000,000, per occurrence.
 - (ii) Public & Products Liability – £10,000,000, in the aggregate.
 - (iii) Employers Liability – £10,000,000, per occurrence.
- (b) Upon reasonable request, Omniplex will provide to the Customer customary proof of continuing insurance with respect to each of the foregoing.
- (c) For the avoidance of doubt, nothing contained in this Section 13.13 shall, in any way, be interpreted as impacting any limitations of liability or indemnification provisions contained in the Agreement.

13.14 Additional Policy Compliance

Each of the Parties hereby warrants that they shall comply with all laws, regulations or other requirements relating to business ethics of any Country in which Services are performed or received hereunder. Such laws shall include, without limitation, the United States Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, and the United Kingdom Bribery Act, and laws of similar effect. Each Party represents and warrants that it has not taken any action prior to the date hereof that would subject the other to liability (whether in contract, tort (including negligence) breach of statutory duty misrepresentation (whether innocent or negligent), restitution or otherwise howsoever arising) under any such laws that are aimed at preventing bribery or corruption and agrees and covenants not to take any action in the course of performing the Agreement that would subject the other Party to the same.

13.15 Publicity

Unless the Customer notifies otherwise in writing, Customer hereby grants to Omniplex the express right to use Customer's company logo and/ or name in its quarterly press releases, related earnings calls, investor presentations and its website to identify Customer as a Omniplex customer. Other than as expressly stated herein, neither Party shall use the other Party's name and/or logos without the prior written permission of the other Party.



APPENDIX – ENABLE+ SUPPORT

Omniplex Learning provides certain support and service levels as specified in this document.

Some of the defined terms used in this Appendix are set out below. Any defined terms used but not set out in this Appendix are as set out in Omniplex Learning's Terms and Conditions.

“Authorised User”	users that the Customer authorises to use the Software during the Term;
“Business Hours”	means the hours between 09:00 and 17:00 Monday to Friday in the United Kingdom, excluding Bank Holidays in England and Wales.
“Customer”	is a business with contractual access to the Software listed in the Order Form.
“ETA”	means the estimated length of time it will take to address the Ticket via deployment of mitigation procedures.
“Fair Usage”	Fair Usage regulates the fair use of our support services. Our support plan is designed for Customers with normal usage and support patterns. However, we may take measures to limit the small number of Customers whose support request patterns substantially differ from the typical support patterns of a standard business.
“First Response”	means the period between the time when the Ticket was reported in full, and the time when an acknowledgement via ticket was made by any of Omniplex Learning's personnel.
“Helpdesk”	means the Omniplex Learning support team.
“Software”	means the software listed in the Order Form;
“Term”	means the term set out in each Order Form during which the Customer has access to the Software.
“Ticket”	means an individual request for support from the Helpdesk for either a technical or functional question around the software behaviour.



1 Enable+ Support fees

- 1.1 The Customer shall pay an annual charge for support, as specified in the Order Form. The annual charge is referable to the total license fees due .
- 1.2 Where the Customer increases its number of Authorised Users during a Term, there will be no additional charge levied for support until the contract anniversary. Upon anniversary or renewal, the renewal Charge will be based on the new total licence fee.

2 Enable+ Support services

- 2.1 Omniplex Learning will manage 1st and 2nd line support and will involve the relevant Third Party Vendor as appropriate for 3rd escalation level.
- 2.2 **Service Channels** – Customers may contact the Helpdesk during Business Hours using the contact details within the attached website: [Service Level Agreement | Omniplex Learning](#)
- 2.3 **Named Ticket Owner** – When a Ticket is created with Helpdesk, the Customer will be given the name and email address of the Helpdesk contact who will be working on the Ticket in its entirety
- 2.4 **Appointed Customer Success Adviser** – If the Ticket needs to be escalated to 2nd line support you will be given the name and email address of a member of the Customer Success team who will work with the named Ticket owner in Helpdesk. The Customer Success team member will also act as the point of contact for any Tickets that are raised to 3rd line support with the Third Party Vendor.
- 2.5 **Technical How-to Show and Tell** – For any technical configurations of the software, you will receive an email response with your solution and (where required) a video explanation of how to solve the Ticket question. Alternatively, this may be demonstrated in a scheduled call via screen share. Fair Usage applies to this service.
- 2.6 **Functional How-to Guides** - For any functional how-to questions, Helpdesk will provide a personalised response with a solution along with the relevant help guide.
- 2.7 **Functional How-to Show and Tell** – For any functional questions relating to the Software, you will receive an email response with your solution and (where required) a video explanation of how to solve the Ticket question. Alternatively, this may be demonstrated in a scheduled call via screen share. Fair Usage applies to this service.
- 2.8 **Live and On-Demand Product Presentations** – This includes onboarding of the Software and also any product feature updates that are released. There will be a choice of registering onto a live presentation or an on-demand, pre-recorded version.
- 2.9 **Any new services developed** – If during the Term new services are developed and added to the Enable+ support service, all Authorised Users will have access to these new services.

3 Support requests

3.1 The following information should be provided in any Ticket:

- (i) A detailed description of the question, with as much reasonable detail as can be provided.
- (ii) The URL of the platform where the issue is occurring;
- (iii) In case of an error message, in addition to the error message itself, the exact steps necessary (if known) to reproduce the error.
- (iv) The user(s) that are affected by the issue.
- (v) Any applicable screenshots or video captures.



3.2 Customer's General Responsibilities

The Customer agrees that it will reasonably cooperate with Helpdesk and will be responsible for:

- (i) documenting and reporting errors promptly;
- (ii) providing sufficient information for Helpdesk to duplicate an error, assess the situation, and undertake any needed or appropriate corrective action;
- (iii) following instructions or suggestions from Helpdesk regarding use, maintenance, upgrades, repairs, workarounds, or other related matters;
- (iv) having adequate technical expertise and knowledge of their configuration of the Software;
- (v) ensuring that only Authorised Users for the Service may act as the point of contact;
- (vi) providing Helpdesk with reasonable access to Customer's personnel during Business Hours; and
- (vii) carrying out procedures necessary to test the rectification of reported errors or malfunctions within a reasonable time after such procedures have been provided by Omniplex Learning.

4 Reproducing Errors

- 4.1 The Customer understands and acknowledges that Helpdesk must be able to reproduce errors in order to resolve them. Therefore, the Customer agrees to cooperate and work closely with Helpdesk to reproduce errors, including conducting diagnostic or troubleshooting activities, as the same may be reasonably requested and appropriate. Also, subject to the Customer's approval on a case-by-case basis, end users may be asked to provide remote access to their account and/or desktop for troubleshooting purposes.

5 Exclusions

- 5.1 Omniplex Learning will not provide support for issues that arise in the following categories, which are outside of the scope of the services and service level targets detailed in this Appendix:
 - 5.1.1 Custom Cascading Stylesheets (CSS);
 - 5.1.2 issues regarding Software for which a support subscription has not been purchased from Omniplex Learning by the Customer;
 - 5.1.3 support for Software integrations which have not been developed by Omniplex Learning;
 - 5.1.4 custom built authentication methods between Omniplex Learning and the Customer where such method is built by or on behalf of the Customer (other than by Omniplex Learning).



- 5.2 If a reported problem or Customer request for assistance relates to an exclusion set out above, Omniplex Learning will notify the Customer and as promptly as possible, may, with Customer's prior written approval, move forward with attempted resolution of such problem. Such assistance will be charged at Omniplex Learning's then-current rates. Customer agrees to pay Omniplex Learning in accordance with the terms of the Agreement upon receiving an invoice.

6 Tickets raised

6.1 Priority

In case of an error in the Service, Customer shall perform self-diagnosis of each Ticket and make a recommendation to Omniplex Learning with regard to the severity level of that Ticket at the time of reporting the Ticket. Omniplex Learning may re-categorise any ticket based on additional information and shall communicate such re-categorisation to the Customer.

Prior to reporting a Ticket, the Customer will have investigated and eliminated any internet or environment issues arising from its equipment, or for which it has responsibility (e.g. internet connectivity).

The applicability of the response times below is subject to the Customer logging tickets with the (Omniplex Learning) Helpdesk as set out above. Tickets submitted within the Software itself (for example in any communication centre or web support accessible via the platform) will go directly to the Third Party Vendor such that the response times of Omniplex Learning (as set out below) may not be achieved.

Table 1 – Priority descriptions

Urgent	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. A critical production issue exists, but with an acceptable workaround.
Normal	Errors in functionality within the application, accompanied by workarounds or affecting some but not all users. The defect does not seriously affect business operations.
Low	General inquiries on the use of the application; or cosmetic errors or Tickets 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 2 – Priority level targets

Priority	First response	ETA
----------	----------------	-----



Urgent	1 Business Hour	Within 6 Business Hours.
High	1 Business Hours	As promptly as commercially feasible.
Normal	2 Business Hours	As promptly as commercially feasible.
Low	8 Business Hours	As promptly as commercially feasible.



SCHEDULE B

DATA PROCESSING ADDENDUM

This Data Processing Addendum (this "**DPA**") represents the Parties' agreement regarding the Processing of Customer Personal Data, by Omniplex on behalf of the Customer for the purposes of carrying out the Services, and it forms part of the Agreement, as updated from time to time. Capitalized terms used in this DPA, but not otherwise defined herein, shall have the same meaning in this DPA as are given to them in the Agreement. Customer's signature to the Agreement shall constitute a signature to this DPA and the Standard Contractual Clauses including the annexes and appendices (as applicable).

1. Definitions

"Customer Personal Data" means any Personal Data belonging to the Customer that is Processed by Omniplex or its Subcontractors in the course of providing the Services under the Agreement.

"Data Controller" has the meaning given to in the UK GDPR.

"Data Processor" means any natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of a Data Controller or on the instruction of another Processor acting on behalf of a Data Controller.

"Data Protection Laws" means:

- (a) in the case of Omniplex, UK Data Protection Laws; and
- (b) in the case of the Customer, UK Data Protection Laws, EU Data Protection Laws and Non-EU Data Protection Laws.

"Data Subject" means an identified or identifiable natural person whom Personal Data relates.

"Docebo Affiliate" means Docebo S.p.A - Via Parco 47 - 20853 Biassono (MB) – ITALY and any other Docebo affiliates, subsidiaries or sister companies (companies controlled by the same parent company) that may assist in the performance of the Services and may be engaged in the Processing of Customer Personal Data.

"EU Data Protection Law" means all data protection laws and regulations applicable to Europe, including (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (the "**GDPR**"); (b) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (c) Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

"Information Commissioner's Office" the United Kingdom's Information Commissioner's Office (or any equivalent successor body that may be appointed from time to time).

"Non-EU Data Protection Laws" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations (the "**CCPA**"); Canada's Personal Information Protection and Electronic Documents Act ("**PIPEDA**"), the Brazilian General Data Protection Law ("**LGPD**"), Federal Law no. 13,709/2018; the Privacy Act 1988 (Cth) of Australia, as amended ("**Australian Privacy Law**"); and the Personal Information Protection Law of the People's Republic of China ("**PIPL**").



"Personal Data" means any information relating to an identified or identifiable living individual or as otherwise defined by applicable Data Protection Laws.

"Personal Data Breach" has the meaning given to in the UK GDPR.

"Process", "Processing" or "Processed" has the meaning given to in the UK GDPR.

"Processor" has the meaning given to in the UK GDPR.

"Sensitive Data" means any information that requires a heightened degree of data protection under Data Protection Laws including, but not limited to: (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card); (c) financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; or (e) other information that falls within the definition of "special categories of data" under applicable Data Protection Laws.

"Services" means all services provided by Omniplex in accordance with, and as defined in, the Agreement.

"Standard Contractual Clauses" means the standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 if the European Parliament and of the Council, as amended from time to time, as set out in Annex C to this DPA.

"Sub-processor" means:

- (a) in respect of Omniplex, means Docebo and any other third party that Omniplex appoints for the provision of processing Customer Personal Data; or
- (b) in respect of Docebo any Docebo Affiliate and any sub-contractor of any Docebo Affiliate engaged in the Processing of Customer Personal Data in connection with the Services in accordance with Section 3 and as set out in Annex D: <https://tos.docebo.com/Docebo-sub-processors-list.pdf>.

"Supervisory Authority" means any regulatory, supervisory, governmental, or other competent authority with jurisdiction or oversight over compliance with the Data Protection Laws (including the Information Commissioner's Office).

"UK Data Protection Law" means all data protection laws and regulations applicable to the United Kingdom, including (a) the Data Protection Act 2018 and (b) UK GDPR, each as amended, supplemented, or replaced from time to time.

"UK GDPR" means GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time).

2. **Omniplex and Docebo**

The Customer acknowledges and agrees that where Omniplex has an obligation under this DPA, such obligation may be carried out by Docebo and the Customer acknowledges and agrees that where Docebo carries out such obligation in accordance with this DPA then Omniplex's obligation to do so shall be discharged.



3. **Appointment and Data Processing**

- 3.1 Subject to the terms of the Agreement, the Customer is the Data Controller of the Customer Personal Data or has been instructed by and obtained the authorization of the relevant Data Controller(s) to enter into this DPA in the name and on behalf of such Data Controller(s). The Customer is responsible for obtaining all of the necessary authorizations and approvals to enter, use, provide, store, and Process Customer Personal Data to enable Omniplex and its Subcontractors to provide the Services.
- 3.2 The Customer, as the Data Controller, hereby appoints Omniplex as the Processor in respect of all Processing operations required to be carried out by Omniplex on Customer Personal Data in order to provide the Services in accordance with the terms of the Agreement.
- 3.3 Omniplex shall collect, retain, use, disclose, and otherwise Process the Customer Personal Data only in accordance with the Customer's documented, lawful instructions as set forth in the Agreement and this DPA, as necessary to comply with applicable Data Protection Laws, or as otherwise agreed in writing. The Parties agree that the Agreement and this DPA set out Customer's complete instructions to Omniplex in relation to the Processing of Customer Personal Data. Processing outside the scope of these instructions (if any) shall require prior written agreement between the Parties and shall be subject to any additional costs that Omniplex may incur in implementing such additional instructions.
- 3.4 The Customer instructs Omniplex to Process collected Customer Personal Data for the following purposes: (a) Processing in accordance with the Agreement and this DPA; (b) Processing initiated by Docebo Software users in their use of the Services; and (c) Processing to comply with other documented reasonable instructions provided by the Customer where such instructions are consistent with the terms of the Agreement. Omniplex will Process Customer Personal Data pursuant to this DPA for the duration of the Services, and this DPA will terminate when Customer Personal Data is no longer stored and Processed by Omniplex.
- 3.5 Omniplex acknowledges that it has no right, title, or interest in the Customer Personal Data (including all intellectual property or proprietary information) and may not sell, rent, or lease the Customer Personal Data to anyone.
- 3.6 The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Customer Personal Data that will be Processed, and the categories of Data Subjects whose Personal Data is transferred to Omniplex as set out in the Agreement, including this DPA, are specified in Annex B, attached hereto.
- 3.7 Unless otherwise agreed by Omniplex, the Customer will not provide (or cause to be provided) any Sensitive Data to Omniplex for processing under the Agreement, and Omniplex will have no liability (whether in contract, tort (including negligence) breach of statutory duty misrepresentation (whether innocent or negligent), restitution or otherwise howsoever arising) whatsoever for Sensitive Data, whether in connection with a Personal Data Breach or otherwise.
- 3.8 Omniplex shall maintain complete, accurate, and up to date written records of all Processing activities carried out on behalf of the Customer containing information as required under any applicable Data Protection Laws and make such record available upon request to the Customer, ICO and/or relevant Supervisory Authority.
- 3.9 Through the use of the Docebo Software, by means of Docebo's marketplace integrations features, as further described in the Agreement, the Customer, via its administrator(s), may elect to grant third-parties visibility to Customer Data. Nothing in this DPA prohibits (and, for the avoidance of doubt, Sections 3, 7 and 10 do not apply) Omniplex transferring or making



visible Customer Data to third-parties consistent with this Section 2.9, as directed by the Customer or the End Users through the Docebo Software.

- 3.10 To the extent that both Omniplex and the Customer are Controllers in relation to any Customer Personal Data Processed in connection with this DPA, then both parties shall perform their respective duties under Data Protection Laws and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties, including dealing with complaints.

4. Sub-Processing Provisions

4.1 General

- (a) The Customer acknowledges and agrees that Docebo may be retained as a Sub-processor, and Omniplex and Docebo respectively, may engage third-party Sub-processors in connection with the provision of the Services, to fulfil its contractual obligations under this DPA, or to provide certain services on their behalf, such as providing support services to Omniplex. Omniplex or Docebo where applicable shall have entered into and will maintain a written agreement with each of its Sub-processors containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- (b) Omniplex currently utilizes Docebo. Omniplex shall notify the Customer of any amendment(s) to the list of the Sub-processors (including any addition or any replacement to the list). The Customer shall notify Omniplex within twenty (20) days of the date of its receipt of Omniplex's notice whether it accepts the amendment(s) to the list of Sub-processors or whether it has any objections, in which case, the Parties will meet to discuss the Customer's objections, acting reasonably and in good faith. If Omniplex cannot reasonably accommodate a solution to the Customer's objection, then the Customer may terminate the Agreement and this DPA, by giving at least 30 days' notice to Omniplex. If the Customer does not object to the change(s) within twenty (20) days of the date of its receipt of Omniplex's, notice, then the amendment(s) in the notice and the use of the new Sub-processor will be deemed accepted by the Customer.
- (c) Omniplex will remain responsible for any acts or omissions of its Sub-processors to the same extent that Omniplex would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

4.2 Docebo Affiliates

The Parties understand, acknowledge, and agree that, as of the date of the execution and delivery of the Agreement, Docebo S.p.A - Via Parco 47 - 20853 Biassono (MB) - ITALY, is the Docebo Affiliate who owns, develops, maintains, and operates the Docebo Software.

5. Compliance with Laws

- 5.1 Each Party will comply with the Data Protection Laws applicable to it and binding on it in its respective access to and performance of the Services.
- 5.2 The Customer acknowledges that Omniplex is not responsible for determining the requirements of all laws applicable to the Customer's business or that Omniplex's provision of the Services meets or will meet the requirements of such laws. The Customer will ensure that Omniplex's Processing of Customer Personal Data, when done in accordance with Customer's instructions, will not cause Omniplex to violate any applicable law, regulation, or rule, including, without limitation, Data Protection Laws. Omniplex shall promptly notify the Customer, in writing, unless prohibited from doing so under Data Protection Laws, if it



becomes aware or believes that any data processing instruction from the Customer violates any Data Protection Laws.

- 5.3 The Customer represents and warrants that (a) it has complied, and will continue to comply with Data Protection Laws, in respect of its Processing of Customer Personal Data and any Processing instructions it issues to Omniplex; and (b) it has provided, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under Data Protection Laws for Omniplex to Process Customer Personal Data for the purposes described in the Agreement.
- 5.4 The Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which the Customer acquired Customer Personal Data. Without prejudice to the generality of the foregoing, the Customer agrees that it shall be responsible for complying with all laws (including Data Protection Laws) applicable to any content created, sent, or managed through the Services.

6. Security Responsibilities of Omniplex

- 6.1 Omniplex shall implement and maintain appropriate technical and organizational security measures that are designed to protect Customer Personal Data from Personal Data Breaches and designed to preserve the security and confidentiality of Customer Personal Data in accordance Article 32 of UK GDPR and in respect of any processing by Docebo shall be carried out in accordance with Docebo's "Information Protection and Security Standards" (the "IPSS") document, attached hereto as Annex A as it is in effect on the Effective Date of the Agreement, and as it is amended, from time to time, and available at https://www.docebo.com/tos/Docebo_DPA_Annex_A_EN.pdf. The Customer acknowledges that Docebo reserves the right to make changes to the IPSS, from time to time, to reflect technological developments and industry best practices; provided, always, that such changes do not result in any objective degradation to the security of Customer Data, the manner in which the Services are provided or which fall below the standard of any applicable law.
- 6.2 The Customer declares and confirms, as of the Effective Date of the Agreement, to have evaluated the security measures implemented by Omniplex as providing an appropriate level of protection for the Customer Personal Data, taking into account the risk associated with the processing of such information.
- 6.3 Notwithstanding the above, the Customer agrees that except as provided in this DPA, the Customer is responsible for its secure use of the Services, including securing its account authentication credentials and any API credentials (if applicable), protecting the security of Customer Personal Data when in transit to and from the Services, and taking any appropriate steps to securely encrypt or backup any Customer Personal Data uploaded to the Services.

7. Personal Data Breach Provisions

- 7.1 If Omniplex becomes aware of a Personal Data Breach, then Omniplex shall, without undue delay: (a) notify Customer of the Personal Data Breach; and (b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal Data Breach.
- 7.2 In the event of a Personal Data Breach, Omniplex shall provide the Customer with all reasonable assistance in dealing with the Personal Data Breach, in particular in relation to making any notification to a Supervisory Authority or any communication to Data Subject. In order to provide such assistance, and taking into account the nature of the Services and the information available to Omniplex, the notification of the Personal Data Breach shall include, at a minimum, the following:
- (a) A description of the nature of the Personal Data Breach including the categories and approximate number of data records concerned;



- (b) The likely consequences of the Personal Data Breach; and
 - (c) The measures taken or to be taken by Omniplex to address the Personal Data Breach, including measures to mitigate any possible adverse consequences;
- 7.3 Where, and insofar as, it is not possible for Omniplex to provide such information at the time of the notice, then such notice shall nevertheless be made, in as complete a form as possible, and the remaining required information may be provided by Omniplex, in phases and as it shall become available, without undue delay.
- 7.4 The Customer agrees that:
 - (a) any Unsuccessful Security Incident shall not be subject to the obligations imposed on Omniplex under this Section 7. An "**Unsuccessful Security Incident**" occurs where there has been no unauthorized access to Customer Personal Data or to any Omniplex controlled systems used to Process Customer Personal Data which may include, without limitation, pings and other broadcast attacks on firewalls or edge server, port scans, unsuccessful login attempts, denial of service attack, packet sniffing or similar incidents; and
 - (b) Omniplex's obligation to report or respond to a Personal Data Breach under this Section 7 is not and will not be construed as an acknowledgement by Omniplex of any fault or liability of Omniplex with respect to the Personal Data Breach (whether in contract, tort (including negligence) breach of statutory duty misrepresentation (whether innocent or negligent), restitution or otherwise howsoever arising).
- 7.5 Notification of a Personal Data Breach shall be made via (a) email and (b) telephonically to the referents specified in Annex B.
- 8. **Data Quality, Retrieval, Return, and Destruction**
- 8.1 Omniplex will update, correct, or delete Customer Personal Data on the Customer's request, where such Customer Personal Data is in Omniplex's possession. Omniplex will not collect or process information beyond what is necessary to comply with the Customer's instructions and perform the Services to be performed on the Customer's behalf.
- 8.2 Upon termination or expiration of the Agreement (including any period of Transition Services, if applicable), when requested by Customer Omniplex will (at the Customer's election) delete or return to the Customer all of the Customer Personal Data (including copies) in its possession or control, except that this requirement shall not apply to the extent that Omniplex and/or Docebo is required by applicable law to retain some or all of the Customer Personal Data, or to the Customer Personal Data it has archived on back-up systems, which Omniplex and Docebo shall securely isolate, protect from any further Processing, treat as Confidential Information of the Customer, and eventually delete in accordance with Omniplex's and Docebo's respective deletion policies, except to the extent required by applicable law.
- 8.3 On request from the Customer, Omniplex will provide a portable copy of the Customer Personal Data in accordance with the Data Protection Laws with respect to Customer Personal Data.
- 8.4 Any costs incurred by Omniplex arising from Sections 8.1 to 8.3 shall be borne by Omniplex. Any further costs incurred by Omniplex arising from the Customer's specific requests that are different from the ones described in Sections 8.1 to 8.3 shall be borne by the Customer. Omniplex shall provide an estimate of any such costs, which shall be agreed in writing by the Parties.
- 8.5 Notwithstanding the general requirements of Section 8.2, the Customer acknowledges that the Docebo Software relies on AWS), and that Omniplex can only perform logical deletion.



Terminated Customer Personal Data stored in the Docebo Software is rendered unreadable or disabled by AWS and the underlying storage areas on the AWS network that were used to store the content are wiped, prior to being reclaimed and overwritten, in accordance with AWS standard policies including a secure decommissioning process. Omniplex will carry out the logical deletion within thirty (30) days from the termination of the Agreement and, on the Customer request and may provide the Customer with written confirmation of such deletion.

9. Information Security Assessment

- 9.1 At Customer's expense, Omniplex will provide to the Customer and its duly authorized designees, during the term of this DPA, the information reasonably necessary to demonstrate the adequacy of Omniplex's information security measures and compliance with each applicable Data Protection Law.
- 9.2 Docebo has obtained the third-party certifications and audits set forth in Docebo's IPSS. Upon the Customer's prior written approval (which if given will be subject to Docebo's prior written approval and any conditions from Docebo), and subject to the confidentiality obligations set forth in the Agreement, Omniplex shall make available to the Customer (or the Customer's independent, third-party auditor that is not a competitor of Omniplex and/or Docebo) a copy of Docebo's most recent third-party audits or certifications, as applicable.
- 9.3 Upon request by Customer and subject to Omniplex's approval, Omniplex will provide pre-filled and up to date information security related questionnaires based on commercially reasonable and industry benchmarked standards of reasonable comprehensiveness and completeness (e.g., CSA CAIQ and SFG SIG) that allow the Customer to review and assess how security risks are managed by Docebo and Omniplex respectively. The Customer acknowledges and agrees that, provided that such questionnaires adhere to the foregoing standard, such questionnaires shall be deemed to fulfill any Customer supplier's assessment initiative and the Customer agrees to waive any submission to Docebo and Omniplex of any other questionnaire covering materially the same information, which is based on any other format.
- 9.4 The Customer is responsible for reviewing the information made available by Omniplex and Docebo relating to data security and making an independent determination as to the adequacy of the provisions of this DPA in relation to the provision of the Services in meeting the Customer's requirements and legal obligations.
- 9.5 Omniplex will allow for and contribute to verifications, including inspections, related to its compliance with the information and data security matters set out in this Addendum ("**Audit**"), subject to the following conditions:
- (a) the Audit must:
 - (i) must be preceded by advance written request of no less than thirty (30) Business Days prior to the anticipated start date and may occur no more than once in any Year, barring exceptional circumstances, such as the Customer's reasonable concern of an actual incident or imminent material incident of security, in which case an inspection may be performed in response to such circumstance or concern or if required by a Supervisory Authority;
 - (ii) take place at a time mutually agreed by Omniplex and the Customer; and
 - (iii) not reasonably disrupt Omniplex's normal business or IT operations.
 - (b) the Customer may commission to perform the Audit, at its own expenses, an independent expert, whose appointment shall be subject to Omniplex's prior written



approval, which shall not be unreasonably withheld, conditioned, or delayed and subject to appropriate confidentiality and non-disclosure provisions; or

- (c) the Customer may directly perform all reasonable activities to check the measures taken by Omniplex in furtherance of such matters, according to a methodology and timetable to be agreed upon between the Parties (acting reasonably and in good faith), and in accordance with Omniplex's standard, commercially reasonable policies with respect to the conduct of such verifications, as they may then be in effect.
- (d) Audits and Verifications will be conducted no more than annually except cases required by law or following a Personal Data Breach.

9.6 Subject to Omniplex's prior written approval (which if given will be subject to Docebo's prior written approval and any conditions from Docebo), the Customer may conduct, directly or through third parties (whose appointment shall also be subject to Omniplex's prior written approval), and at its own expenses, penetration tests and vulnerability scans. Omniplex shall allow such activities according to a methodology and timetable that will be agreed upon between the Parties (acting reasonably and in good faith) before starting any pen test activities, and in accordance with Omniplex's standard, commercially reasonable policies with respect to such penetration tests and vulnerability scans. Such activities will be conducted on an annual basis and in any case no more than once every four months, upon prior agreement with Omniplex.

10. **Assistance on Data Protection Impact Assessment**

To the extent required under applicable Data Protection Laws, Omniplex will (taking into account the nature of the processing and the information available to Omniplex) provide all reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities, as required by such Data Protection Laws. Omniplex shall comply with the foregoing by: (a) complying with Section 9 (Information Security Assessment); (b) providing the information contained in the Agreement, including this DPA; and (c) if the foregoing clauses (a) and (b) are insufficient for the Customer to comply with such obligations, upon request, providing additional reasonable assistance (at the Customer's expense).

11. **International Transfers**

11.1 The Customer acknowledges that Omniplex may transfer and process Customer Personal Data to and in the United States and anywhere else in the world where Omniplex, Docebo, Docebo Affiliates or their sub-processors maintain data processing operations. Omniplex shall, at all times, ensure that such transfers are made in compliance with the requirements of Data Protection Laws.

11.2 To the extent that Omniplex is a recipient of and/or transfers Customer Personal Data protected by EU Data Protection Laws ("EU Data") in a country outside of Europe, that is not recognized as providing an adequate level of protection for Customer Personal Data (as described in applicable EU Data Protection Law), the Parties agree to abide by the Standard Contractual Clauses attached hereto as Annex C, which are incorporated by reference and form an integral part of this DPA B. For the purposes of the descriptions in the Standard Contractual Clauses, Omniplex agrees that it is the "data importer" and the Customer is the "data exporter" (notwithstanding that the Customer may itself be an entity located outside Europe). To the extent that: (a) the Customer is acting as a Data Controller of EU Data and Omniplex is acting as a Data Processor of EU Data, Module Two of the Standard Contractual Clauses shall apply to such transfers of EU Data; and (b) the Customer is acting as a Data Processor of EU Data and Omniplex is acting as a Data Processor of EU Data, Module Three of the Standard Contractual Clauses shall apply to such transfers of EU Data and (c) Omniplex, acting as a Processor, transfers EU Data that it collects on behalf of the Customer to the Customer, acting as a Controller of such EU Data, Module Four of the Standard Contractual Clauses shall apply to such transfers of EU Data.



- 11.3 The Customer agrees that Omniplex, Docebo, and their sub-processors may carry out data Processing operations in countries that are outside of Europe, even where the Parties agreed that Omniplex will host Customer Personal Data in Europe and, if such non-European Processing is necessary for the operation of the Docebo Software or to provide support-related services to, or other services requested by, the Customer. Specifically, the Customer agrees that the provision of support services, as set out in the Agreement, may require access to Customer Personal Data by Omniplex's operators from Europe, the USA, and/or Canada. In the case of any non-European Processing, the transfer of EU Data will be subject to the transfer mechanisms set out in Section 11.2 above.
- 11.4 To the extent Omniplex adopts an alternative data export mechanism (including any new version of or successor to the Standard Contractual Clauses) for the transfer of EU Data not described in this DPA ("Alternative Transfer Mechanism"), the Alternative Transfer Mechanism shall apply instead of the transfer mechanisms described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with applicable EU Data Protection Law and extends to the countries to which EU Data is transferred). In addition, if and to the extent that a court of competent jurisdiction or Supervisory Authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer EU Data (within the meaning of applicable EU Data Protection Law), Omniplex may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of EU Data.
- 12. Subject Access Requests and Other Communications**
- 12.1 Omniplex shall, to the extent it may be legally permitted, promptly notify the Customer if Omniplex receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure (i.e., "right to be forgotten"), data portability, objection to the Processing, or its right not to be subject to an automated individual decision making (with each such request being a "Data Subject Request"). If Omniplex receives a Data Subject Request in relation to Customer Personal Data, Omniplex will advise the Data Subject to submit their request to the Customer and the Customer will be responsible for responding to such request. For the avoidance of doubt, Omniplex shall not be obligated to grant a Data Subject Request where the Data Subject is not entitled to the relief sought.
- 12.2 Omniplex shall, at the request of the Customer, and taking into account the nature of the Processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to a Data Subject Request under the Data Protection Laws and/or in demonstrating such compliance, where possible; provided that (i) the Customer is itself unable to respond without Omniplex's assistance and (ii) Omniplex is legally permitted to do so and the response to such Data Subject Request is required under the Data Protection Laws. To the extent legally permitted, the Customer shall be responsible for any reasonable costs arising from the Customer's request for such assistance by Omniplex.
- 13. Permitted Disclosures of Customer Personal Data**
- 13.1 Omniplex may disclose Customer Personal Data to the extent such data is required to be disclosed by law, by any government or regulatory authority, or by a valid and binding order of a law enforcement agency (such as a subpoena or court order), or other authority of competent jurisdiction.
- 13.2 If any law enforcement agency government or regulatory authority sends Omniplex a demand for disclosure of the Customer Personal Data, then Omniplex will attempt to redirect the law enforcement agency government or regulatory authority to request that data directly from the Customer and Omniplex is entitled to provide the Customer's basic contact information to such law enforcement agency government or regulatory authority.



- 13.3 If compelled to disclose Customer Personal Data pursuant to Section 13.1, then Omniplex will give the Customer reasonable notice of the demand to allow the Customer to seek a protective order or other appropriate remedy.

14. **Liability; Limitations**

Each Party's liability (whether in contract, tort (including negligence) breach of statutory duty misrepresentation (whether innocent or negligent), restitution or otherwise howsoever arising), taken together and in the aggregate, arising out of or related to this DPA shall, in all cases, be limited to the extent that the same shall have been caused by such Party's actions, and shall be further subject to the exclusions and limitations of liability set forth in the Agreement, to the extent permitted by applicable Data Protection Laws.

15. **Entire Agreement**

This DPA supersedes and replaces all prior representations, understandings, communications, and agreements by and between the Parties in relation to the matters set forth in this DPA. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Omniplex which is not set out in this DPA.

16. **Jurisdiction Specific Terms**

- 16.1 To the extent Omniplex or its Sub-processors Processes Customer Personal Data originating from and protected by Data Protection Laws in one of the jurisdictions listed in this Section 16, then the terms specified in Section 16, with respect to the applicable jurisdiction(s) ("**Jurisdiction-Specific Terms**") apply in addition to the terms of the DPA. In the event of any conflict or ambiguity between the Jurisdiction-Specific Terms and any other terms of the DPA, the applicable Jurisdiction-Specific Terms will take prevail, but only to the extent of the Jurisdiction-Specific Terms' applicability to Omniplex.

16.2 **State of California (US)**

- (a) As it relates to the DPA, each of the following defined terms shall be further interpreted to include certain terms as they are defined under the CCPA: (a) "Data Controller" shall include "Business"; (b) "Data Processor" shall include "Service Provider"; (c) "Data Subject" shall include "Consumer"; and (d) "Personal Data" shall include "Personal Information".
- (b) Docebo shall Process Customer Personal Data only for the purposes described in the DPA and in accordance with the Customer's documented lawful instructions as set forth in the DPA, as necessary to comply with applicable law, as otherwise agreed in writing, including, without limitation, in the Agreement, or as otherwise may be permitted for "service providers" under the CCPA.
- (c) Notwithstanding any use restriction contained elsewhere in the DPA, Docebo shall process Customer Personal Data only to perform the Services and/or in accordance with the Customer's documented lawful instructions, except where otherwise required by applicable law.
- (d) Docebo may de-identify or aggregate Customer Personal Data as part of performing the Services specified in the DPA and the Agreement.
- (e) Where Sub-processors Process Customer Personal Data, Docebo takes steps to ensure that such Sub-processors are Service Providers under the CCPA with whom Docebo has entered into a written contract that includes terms substantially similar to the DPA or are otherwise exempt from the CCPA's definition of "sale". Docebo conducts appropriate due diligence on its Sub-processors.



- (f) Docebo's obligations regarding Data Subject Requests, as described in Section 12 of the DPA, shall apply to Consumer's rights under the CCPA.

16.3 United Kingdom

To the extent that Omniplex Processes Customer Personal Data governed by UK Data Protection Law, the Parties acknowledge that data transfers originating from the United Kingdom to a third country will be governed by the Standard Contractual Clauses attached hereto as Annex E, which are incorporated by reference and form an integral part of this DPA and shall remain valid until amended, replaced, or repealed by the United Kingdom Information Commissioner's Office.

16.4 The People's Republic of China (Excluding Hong Kong, Macao, and Taiwan)

- (a) As it relates to the DPA, the following terms shall be defined as below:
 - (i) **"Personal Data"** means "personal information" defined under the Personal Information Protection Law of the People's Republic of China ("**PIPL**");
 - (ii) **"Data Controller"** means "personal information processor" defined under the PIPL;
 - (iii) **"Process", "Processing" or "Processed"** means any operation or set of operations which is performed upon Partner Data, including Personal Data, whether or not by automated means, including but not limited to any collection, storage, use, handling, transmission, provision, disclosure and deletion thereof;
 - (iv) **"Sensitive Data"** means the personal information that is likely to result in damages to the personal dignity of any natural person or damages to his or her personal or property safety once divulged or misappropriated, including the personal information regarding biometric identification, religious belief, specific identity, medical health, financial account and whereabouts and tracks, as well as the personal information of minors under the age of 14, or any other information that falls within the definition of "sensitive personal information" under the PIPL.
- (b) Where Omniplex or any Sub-processor outside the People's Republic of China (excluding Hong Kong, Macao, and Taiwan) Processes Personal Data to perform the Services according to the Agreement and the Sub-DPA, it shall be deemed a cross-border Personal Data transfer under the PIPL and both Omniplex and the Customer shall implement adequate and applicable procedural and contractual measures to ensure that such transfers are made in compliance with the requirements of the PIPL.

17. Conflicts

In the event of any conflict or inconsistency between this DPA and the Agreement, the provisions of the following documents (in order of precedence) will prevail: (a) the Standard Contractual Clauses; then (b) this DPA; and then (c) the Agreement.

18. Translations

Foreign translations of this DPA are reading translations only. In the event of any questions of interpretation or ambiguities, the English language version of this DPA will be binding and prevail.



19. Annexes

The following Annexes are provided via the links except for Annex B and are incorporated herein by reference.

Annex A – "Information Protection and Security Standards". This annex is available, as amended from time to time, at: https://www.docebo.com/tos/Docebo_DPA_Annex_A_EN.pdf.

Annex B – "Details of Data Processing and Notification Referents".

Annex C – "European Union Standard Contractual Clauses". Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj..

Annex D – "Sub-processors List". This annex is available, as amended from time to time by Docebo in accordance with Section 3.1, at: <https://tos.docebo.com/Docebo-sub-processors-list.pdf>.

Annex E – "United Kingdom Standard Contractual Clauses". Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses VERSION B1.0 currently set out at [addendum-international-data-transfer.docx \(live.com\)](#).



ANNEX B

Details of Data Processing and Notification referents

DESCRIPTION OF TRANSFER

Categories of data subjects whose Customer Personal Data is transferred

- The categories of Data Subjects are:
 - Customer personnel
 - Personnel of Customer's customers and partners
 - Other: _____

Categories of Customer Personal Data transferred

- The categories of Customer Personal Data transferred are:
 - First and last name
 - Contact details (email address)
 - Formal learning tracking information (course completion status, final results/score, certificates)
 - Informal learning tracking (asset publication/fruition tracking, asset ranking)
 - Questions/Answers tracking
 - Learn skill mapping/evaluation
 - Other: _____

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- No sensitive data will be transferred from the data exporter to the data importer.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
- The frequency of the transfer will be on a continuous basis.
Nature of the processing.
- The nature of the Processing of Customer Personal Data is to provide the Services in accordance with the Agreement.
Purpose(s) of the data transfer and further processing.
- Docebo will Process Customer Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the DPA, and as further instructed by Customer in its use of the Services.



The period for which the Customer Personal Data will be retained, or, if that is not possible, the criteria used to determine that period.

- Unless otherwise agreed in writing, the period for which the Customer Personal Data will be retained until thirty (30) days following the termination or expiration of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.

- The subject matter and nature of the processing by Sub-processors are specified in Annex D of the DPA. The duration of the processing carried out by Sub-processors will be until thirty (30) days following the termination or expiration of the Agreement unless otherwise agreed.

NOTIFICATIONS

Any notification shall be made to: [Customer to complete the information below]

Name:	
Email:	
Telephone:	



ADDITIONAL PRODUCT TERMS–PROFESSIONAL SERVICES

“Bank of Days”	means the number of Days purchased by the Customer that can be used against Onboarding Services, Professional Service(s) or Digital Learning Content Services – as further detailed at paragraph Error! Reference source not found.
“Bank of Hours”	means the number of hours purchased by the Customer that can be used against Professional Service(s) – as further detailed at paragraph Error! Reference source not found.
“Customer Materials”	all branding, documents, materials, equipment, drawings, specifications and data supplied or made available by the Customer to Omniplex Learning;
“Day”	means 7.5 hours, between the hours of 09:00 to 17:00 in the United Kingdom, on any day between Monday and Friday, excluding Bank Holidays in England and Wales.
“Deliverables”	all documents, products and materials provided by Omniplex Learning and/or Omniplex Learning Personnel as part of or in relation to the Professional Services in any form or media, including text, drawings, data maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
“Digital Learning Content Services”	Omniplex Learning supply of project based design services including but not limited to supply of digital learning materials, educational materials and/or other design features for web pages and/or other materials; as more particularly described in the Statement of Work and/or Order Form;
“Learning Success Management Services”	means the services as described in paragraph 2 below;
“Learning Success Management Services Tier”	means the Learning Success Management tier subscribed to and will be either Standard or Plus (as set out in the Order Form). The difference between the two tiers is the number of reviews included, as further described at paragraph 2.4 below;
“Onboarding Services”	means any preliminary work required by the Customer to be delivered in advance of and/or alongside the delivery of CYPHER Learning LMS or Docebo Services (including but not limited to a Plan, where applicable) as further described in the Additional Product Terms for those products and as set out in a Statement of Work agreed between the parties;
“Plan”	means the project/implementation plan and/or timetable as set out in the relevant Statement of Work agreed between the parties;



“Professional Services”

means:

- Learning Success Management Services
- Digital Learning Content Services
- Specialist Services

“Specialist Services”

Omniplex Learning supply of specialist services including but not limited to:

- Instructional design
- Graphic design
- Content design
- Guide design
- Technical and functional consultancy
- Additional training
- Rollout and engagement
- Troubleshooting A360 projects
- Upskilling in authoring tools
- Creative workshops
- Thought leadership
- Inspiration sessions
- Course creation coaching
- Review/feedback on courses
- Quality Assurance
- Any other services Omniplex Learning agrees to carry out in accordance with these terms.

1 Professional Services

- 1.1 In the event that the Customer requires any Professional Services, such services shall be agreed between the parties in a Statement of Work.
- 1.2 For Professional Services, the parties will agree the scope and timeline of any such Services within fifteen (15) days of signature of the Order Form and/or Statement of Work (unless already agreed in an Order Form or Statement of Work).
- 1.3 For Digital Learning Content Services, Omniplex Learning will seek to agree dates for delivery with the Customer as soon as possible after signature of the Order Form and/or Statement of Work.
- 1.4 The commencement of any Professional Services purchased must start within thirty (30) days of invoice date or as otherwise set out in the Order Form.
- 1.5 The Customer shall co-operate with Omniplex Learning and shall provide all necessary information that Omniplex Learning may require to provide the Professional Services .
- 1.6 The Customer shall ensure that its key members of staff required for Omniplex Learning's delivery of the Professional Services are available to Omniplex Learning throughout the delivery of such services.
- 1.7 Omniplex Learning shall use reasonable endeavours to perform the Professional Services in accordance with the relevant timetable set out in the Plan, but any such



timetable and dates are understood to be estimates, and time shall not be of the essence.

- 1.8 The Professional Services may require Customer assistance from time to time as set out in the Statement of Work. In the event of any delays in the Customer's provision of such assistance, Omniplex Learning reserves the right to:
 - 1.8.1 adjust any agreed dates.
 - 1.8.2 (where the final delivery date is delayed by more than one calendar month,) invoice for all outstanding monies;
 - 1.8.3 (where delivery is delayed by more than one calendar month,) invoice an additional five per cent (5%) of the full project amount for every additional month there is a delay;
 - 1.8.4 (where the project is delayed for three (3) months or longer,) EITHER rescope and provide revised costs for the remaining activities, OR close the project and deem it to be completed with no refund due, nor any crediting of Bank of Hours/ Bank of Days (where the project is being paid for by Bank of Hours/ Bank of Days).
- 1.9 Where Omniplex Learning has submitted Deliverables to the Customer for acceptance and/or review, the Customer will be deemed to have accepted such Deliverables in full if no communication is received from the Customer within ten (10) days of Omniplex Learning's submission. Alternatively, if the Customer does not sign off a project within ten (10) days of a request to do so, Omniplex Learning, at its discretion, will close the project and deem it to be completed with no refund due.
- 1.10 Where the Customer wishes to change, amend, or extend the Deliverables or any other aspect of the services set out in the Statement of Work, it shall submit a change request to Omniplex Learning using Omniplex Learning's Change Request form (available on request). Omniplex Learning shall assess the Change Request for technical viability, and subject to this shall set out any additional Charges and estimated time for the requested change(s). A Change Request shall only be deemed to be accepted and agreed by the parties upon the signing of an amended Statement of Work.
- 1.11 It is the Customer's responsibility to obtain Third Party Software licences to use and edit the Deliverables.
- 1.12 Deliverables may include output created by generative artificial intelligence technologies.

2 Learning Success Management Services

- 2.1 It is intended that the Learning Success Management Services will complement other product/ services you purchase from Omniplex Learning and to be eligible to purchase Learning Success Management, a minimum spend threshold applies, which is at Omniplex Learning's discretion.
- 2.2 The Initial Term of your Learning Success Management Services will co-term with the then current term of any such complementary service. For example, if you have eight months left of your contract for another product/ service and wish to purchase the Learning Success Management Services to complement this service, the Initial Term of the Learning Success Management Services will be eight months, and the Learning Success Management Services shall automatically renew at the same time as your contract for the other product(s)/ service(s), in accordance with 14.1 of the Terms and Conditions (unless otherwise specified in the Order Form). (The Initial Term of your Learning Success Management Services must be at least 6 months for an Annual Workshop to be included.)
- 2.3 The Charges for the Learning Success Management Services consist of an annual fee which shall be pro-rated where the Initial Term is less than one Year (as shall be set out in the Order Form).



2.4 The Learning Success Management Services includes:

- 1 Annual Workshop per Year.
- 3 quarterly (Learning Success Management Services Tier - Standard) or 11 monthly (Learning Success Management Services Tier - Plus) reviews per Year (dates to be agreed).
- Discount to Professional Services (see para 2.7below).

2.5 Workshops conditions:

- 2.5.1 Workshops must be scheduled within one month of the Commencement Date of the Learning Success Management Services (as set out in the Order Form).
- 2.5.2 Workshops will last 1 day and will either be delivered virtually or in person (as agreed between the parties and set out in the Order Form).
- 2.5.3 Where Workshops are delivered in person at a Customer or Customer designated venue, Omniplex Learning will charge travel and expenses of £350 a day (excl VAT) per person within the UK and Northern Ireland unless otherwise specified in the Order Form. Omniplex Learning will invoice travel and expenses costs to the Customer in accordance with clause 8 of the Terms and Conditions.
- 2.5.4 Omniplex Learning does not warrant that the Workshops, if delivered virtually, will be uninterrupted and Omniplex Learning is not responsible for any delays, delivery failures, or any other loss or damage resulting from communication networks and facilities, including the Internet, and the Customer acknowledges that the Workshops may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

2.6 Review conditions:

- 2.6.1 Reviews are conducted monthly where the Learning Success Management Tier is "Plus" and a quarterly basis for "Standard".
- 2.6.2 Reviews will be 1-hour in length and delivered virtually except as otherwise agreed in Omniplex Learning's absolute discretion.

2.7 Discounted Professional Services

- 2.7.1 A discount of 10% can be used against other Professional Services.



3 Bank of Hours

- 3.1 Customers can purchase a Bank of Hours that can be used against the delivery of Professional Services.
- 3.2 The minimum purchase is five (5) hours.
- 3.3 Any Bank of Hours purchased must be used within three (3) months of the date the Customer signs the Order Form unless otherwise set out in the Order Form.
- 3.4 Any Bank of Hours (or portion thereof) that remains unused after the date falling three (3) months after the invoice date (or other date set out in the Order Form) will be deemed to be used.
- 3.5 Once a Bank of Hours is allocated to the delivery of Professional Services, it cannot be cancelled and/or re-allocated to any other services offered by Omniplex Learning.
- 3.6 Any unused Bank of Hours will not be refunded.
- 3.7 For the avoidance of doubt, Bank of Hours cannot be used to pay for Learning Success Management Services, nor any other Omniplex Learning services or software license fees.

4 Bank of Days

- 4.1 Customers can purchase a Bank of Days – Specialist Services, which can be used against the delivery of Onboarding Services and Specialist Services but not Digital Learning Content Service(s).
- 4.2 Customers can purchase a Bank of Days – Digital Learning Content Services, which can only be used against the delivery of Digital Learning Content Service(s).
- 4.3 Any Bank of Days purchased must be used within (12) months of the date the Customer signs the Order Form unless otherwise set out in the Order Form.
- 4.4 Any Bank of Days (or portion thereof) that remains unused after the date falling twelve (12) months after the invoice date (or other date set out in the Order Form) will be deemed to be used.
- 4.5 Once a Bank of Days is allocated to the delivery of Specialist Services or Digital Content Services, it cannot be cancelled and/or re-allocated to any other services offered by Omniplex Learning.
- 4.6 Any unused Bank of Days will not be refunded.
- 4.7 For the avoidance of doubt, Bank of Days cannot be used to pay for Learning Success Management Services, nor any other Omniplex Learning services or software license fees.

5 Public Use of Customer Name / Materials

- 5.1 Omniplex Learning may, with the Customer's prior approval, use the Customer's name and logo as a reference or in any marketing, advertising or promotional materials, press release, tender, proposal, speech, article or other similar material.
- 5.2 The Customer and Omniplex Learning will agree the content of publicity statements and/or press releases prior to their release. Both parties will review the content and suggest edits within five days of submission by email. Once the content has been agreed in writing, Omniplex Learning will be able to make the publicity statement or press release accordingly.
- 5.3 Where Omniplex Learning wishes to use Customer materials (including copyrighted materials) to:
 - 5.3.1 present Omniplex Learning work examples to prospective clients, or other third parties;
 - 5.3.2 include Omniplex Learning work examples on our website and socials;



5.3.3 present Omniplex Learning work examples at events;

or for another reason as communicated in writing by Omniplex Learning;

Omniplex Learning will submit the content to the Customer for approval and only once the content has been agreed in writing will Omniplex Learning be able to use the approved content for the purpose.

- 5.4 Where Omniplex Learning wishes to use a reference from a Customer (for example, as evidence of work done and/or for another reason as communicated in writing by Omniplex Learning), Omniplex Learning will submit the request for a reference to the Customer. Within five days of submission of the request, the Customer will approve the reference and/or suggest edits. Once the reference has been agreed in writing, Omniplex Learning will be able to use the reference for the purpose previously communicated.

