<div align="center">**MASTER SOFTWARE-AS-A-SERVICE AGREEMENT**
**TERMS AND CONDITIONS**</div>

**1.   GENERAL**. The following terms and conditions ("***Terms and Conditions***") provide for terms that are common to the Docebo Master Software-as-a-Service Agreement (collectively, the "***Agreement***"), including all Schedules, if any, and Orders. In the event of a conflict between these Terms and Conditions, any Schedule, or any Order, these Terms and Conditions will control, unless the Schedule or Order expressly states that the Schedule or Order shall supersede the applicable provision of these Terms and Conditions. In the event of a conflict between any Schedule and any Order, the Schedule will control, unless the Order expressly states that the Order shall supersede the applicable provision of the Schedule. For the avoidance of doubt, no purchase order, or similar document, issued by the Company to Docebo, outside of an Order contemplated hereunder, which contains any inconsistent terms with the terms of the Agreement will be accepted by Docebo, and the same are hereby expressly rejected.

**2.   DEFINITIONS**.

(a)   Unless otherwise defined herein, the capitalized terms used herein are defined in Section 13 (Definitions) of these Terms and Conditions.

(b)   As used herein, the term "***Docebo***" shall mean the Docebo contracting entity identified in any Order issued hereunder that is responsible for providing the Services hereunder, even if such Services are ultimately provided by a Docebo corporate affiliate. Unless expressly stated to the contrary in any applicable Order, as used herein, the term "***Company***" shall mean the customer contracting entity identified in any Order issued hereunder that is receiving Services from Docebo hereunder; *provided, however*, that such term shall also be read to include all parents, subsidiaries and corporate affiliates, and, if agreed in the Order, customers, of the contracting party who shall, at the Company's election, also be entitled to receive Services hereunder and issue Orders hereunder. Each of Docebo and the Company are sometime referred to herein, individually, as a "***Party***", and, collectively, as the "***Parties***".

**3.   SERVICES**.

**3.1   General**. All Services will be provided to the Company according to these Terms and Conditions and one or more Schedules and Orders (collectively, the "***Services***").

**3.2   Software Services**. During the Term, Docebo will provide the Company, End Users and any other users authorized by the Company in accordance with the relevant Order (if any) with remote access to the Docebo Software ("***Software Services***") that is set forth in one or more Orders. Certain browser and operating system compatibility related to the Software Services, are more specifically described on Schedule A, attached hereto. During the Term, and subject to compliance with the Agreement, Docebo grants to the Company the 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 the Agreement. Use of the Software Services may be further limited by the terms and conditions contained in any applicable Schedule or Order.

**3.3   Helpdesk Services**. If purchased by the Company, Docebo will provide customer care and Helpdesk Services to the Company, as set forth in an Order and as further described on Schedule A ("***Helpdesk Services***"). Other than Helpdesk Services, Professional Services (as defined in Section 3.4), and other services specifically contracted for by the Company, Docebo will have no obligation to provide customer support services to the Company under the Agreement.

**3.4   Professional Services**.

(a)   Docebo will provide the consulting, implementation, training, integration, enhancement, configuration and other services (if any) that are identified on Schedule B, attached hereto, and on any Order (collectively, "***Professional Services***"). If the Company requests, Docebo may provide additional Professional Services to the Company pursuant to the terms of one or more written Statements of Work (each a "***SOW***"), which will either be attached to and become part of the Agreement or incorporated into an Order as part of the Agreement. Each SOW will include, at a minimum, (i) a description of the Professional Services; (ii) the then estimated project completion dates; (iii) the fees, costs, and expenses payable to Docebo; (iv) the payment schedule; and

(v) a signature by each Party's respective authorized representatives.

(b)   In the event that the Parties agree that Docebo will provide certain Professional Services on-site, the Company will provide to Docebo copies of all applicable onsite safety policies and procedures, which will be acknowledged by Docebo in writing, prior to the commencement of any onsite Professional Services, and Docebo will agree, and will direct its personnel, to abide by the same.

(c)   The Company will provide to Docebo's assigned representative written confirmation of receipt and acceptance of the Professional Services rendered upon completion of the project in accordance with the criteria established in the applicable SOW (including, if applicable, any testing and acceptance criteria). Upon completion of the project in accordance with such criteria, all Professional Services will be deemed delivered, and Docebo will not be obligated to deliver further Services thereunder.

(d)   In the event that any payment by the Company to Docebo is more than thirty (30) days past due (and the same is not reasonably in dispute) in connection with Professional Services, Docebo will have the option to cease providing any and all Services under the relevant SOW until such past due payment is received.

(e)   Docebo warrants that the Professional Services provided hereunder will be performed by competent personnel in a professional manner and in accordance with generally accepted industry practices (the "*Professional Services Warranty*"). The Company must notify Docebo promptly (and, in any event, within ten (10) business days) of the discovery of any breach of the Professional Services Warranty. In the event of a breach by Docebo of the foregoing Professional Services Warranty, Docebo shall re-perform the relevant Professional Services, at Docebo's expense, or, if Docebo will not or cannot do the same, then it shall promptly issue a refund for all affected Professional Services which have failed to meet the Professional Services Warranty. Except for the foregoing limited Professional Services Warranty, all other warranties, and representations, express or implied, with respect to Services provided pursuant to the Agreement (including the Professional Services), are limited by Section 8.0.

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

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

**3.7     Marketplace Content; Third-Party Content**.

(a)   As provided herein, certain portions of the Software Services and certain Materials, including certain online courses and educational products, may be provided or owned by third-parties ("*Third-Party Content*"). In connection with delivery of the Software Services, Docebo may, through its marketplace integrations features, provide the Company with *suggested* Third-Party Content, which is independently developed for use in connection with the Software Services ("*Marketplace Content*"). In the event that the Company (through its authorized personnel and/or authorized End Users, which may be circumscribed in any particular Order) purchases any Third-Party Content in connection therewith, it can be imported into the Software Services by linking such Company's third-party account to the Software Services. The Company acknowledges and agrees that Docebo does not develop and does not control any third-party provider or Third-Party Content accessed in such a manner, and the availability of the same should not be considered as an endorsement of such sites or

any Materials, products or information offered on such sites, *unless* Docebo *has* expressly endorsed the same. Further, the ability to import any such Third-Party Content into the Software Services does not guarantee that the same will function error free or for Company's intended purposes, and no representations or warranties regarding the same are made by Docebo.

(b)  In addition to Third-Party Content and Marketplace Content selected and imported by the Company (through its authorized personnel and/or authorized End Users) pursuant to Docebo's direct sales and/or marketplace integrations feature described above, the Company and End Users may upload Third-Party Content into the Software Services. With respect to any Third-Party Content that is not Marketplace Content, the Company understands that Docebo is not a publisher or endorser of such Third-Party Content which may be linked to and accessed through the Software Services and, unless the same is required by Docebo for usage in connection with the Software Services, Docebo is not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Software Services. The Company further acknowledges and agrees that, unless the same is required by Docebo for usage in connection with the Software Services, it is solely responsible for accessing, entering into and complying with any terms and conditions governing such Third-Party Content. Further, the Company acknowledges and agrees that Docebo does not control any Materials, services, or products (including software) that the Company or any End User uploads into the Software Services and accesses, downloads, receives or purchases through or relating to Third-Party Content while using the Software Services.

(c)  Docebo may, but does not have any obligation to, block information, transmissions or access to certain information, services, products or domains—including Marketplace Content and Third-Party Content—if the same is deemed reasonably necessary to protect the Services, Docebo's network, the public or Docebo's customers or users, or comply with applicable laws (each, a "***Protective Action***"). Docebo may, at the Company's prior written request, also execute a Protective Action, on behalf of the Company, and, in any such event, shall have no liability to any party as a result of such actions. In the event that Docebo executes a Protective Action, it shall promptly notify the Company of the same, and work with the Company to remedy any condition leading to the same, as expeditiously as possible.

## 4.  OWNERSHIP RIGHTS.

**4.1  For Docebo**. All title, ownership rights, and Intellectual Property Rights in and to the Docebo Software and all Docebo Marks (and all Derivative Works and copies thereof) are and will remain owned by Docebo. The Company acknowledges that the Docebo Software, in source code form, remains proprietary information of Docebo and that the source code is not licensed to the Company by this Agreement or any Schedule or Order and will not be provided or escrowed by Docebo. Docebo will also retain all Intellectual Property Rights in any Professional Services or Additional Services, unless the Parties agree that the same are intended to be transferred to the Company in connection with the performance of and payment therefor, as indicated in the applicable Order or SOW.

**4.2  For Company**. All title, ownership rights, and Intellectual Property Rights in Company data and any other Materials that the Company owns, and/or that the Company or its End Users uploads to the Software Services, will remain owned by the Company, or other third party(ies), as the case may be.

## 5.  FEES AND PAYMENT TERMS.

**5.1  Fees**.

(a)  Fees payable under the Agreement shall be in the amounts and payable on the terms set forth on the applicable Schedule or Order, and as otherwise set forth in <u>Section 5.2</u> below. Except as otherwise may be set forth in a Schedule or Order, all payments for fees shall be due within thirty (30) days from receipt by the Company of an invoice for the same 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 Schedule or Order. Except as otherwise specified in the applicable Schedule or Order, payment must be done by wire transfer. If specifically requested, Docebo will consider check and/or ACH as additional valid payment methods.

(b) Upon each renewal, the fees for such upcoming Renewal Term shall be revised to reflect Docebo's then- current fees, or a seven percent (7.0%) increase over the highest level of annual fees charged during the previous Term, whichever is lower, for the applicable Services. Fees for any upcoming Renewal Term shall be clearly communicated by Docebo to the Company, in writing, no less than forty-five (45) days prior to the commencement of such Renewal Term and the increased fees will apply at the start of the next Renewal Term. If the Company does not agree with this increase, either Party can choose to terminate the Agreement at the end of the Initial Term or the then-current Renewal Term, as applicable, by giving the notice required in Section 11.2 below.

**5.2    Active Users**. Unless otherwise set forth in an Order, the fees for accessing the Software Services and any online courses are determined based on the number of Active Users in any billing period; and Active User limitations may vary across multiple service modules and offerings of Docebo, if applicable. Unless otherwise set forth in an Order, the billing periods for measuring Active Users will be the one-month periods beginning on the Effective Date and on each one-month anniversary of the Effective Date thereafter, continuing through the end of the then current Term. Fees for additional Active Users in excess of the authorized number of Active Users set forth in the Order in each billing period (each, an "***Extra User***") will be invoiced to the Company, in arrears, in the amount specified in the Order. Docebo will have no obligation to provide notice to the Company regarding its approach and possible exceedance of any Active User thresholds in any given monthly period, *although Docebo generally does so*, in the ordinary course, when the Company reaches ninety percent (90.0%) of such capacity. For greater certainty, no change will be made to the Fees if the actual number of Active Users is less than the authorized number of Active Users set forth in the Order in any billing period. Docebo reserves the right, by notice and use of appropriate and reasonable measures, to verify the number of Active Users during any active billing period, in order to determine the Company's compliance with Active User limitations, across one or more modules or offerings, and the Company will provide all reasonable assistance to Docebo in any exercise of such rights; *provided, however*, that the same shall be limited in scope and shall not interfere with the Company's use of the Software Services or be unduly burdensome to the Company, in any fashion.

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

**5.4    Late Payments**. The Company will pay a late fee of up to one and one-half percent (1.5%) per month (not to exceed the maximum allowed under applicable law) on all balances not paid when due on account of all invoices which are not reasonably in dispute. The Company shall reimburse Docebo for all costs incurred by Docebo in collecting any late payments or interest, including attorneys' fees, in an amount not to exceed fifteen percent (15.0%) of the outstanding amount owed, court costs and collection agency fees. Docebo may, at its option, upon notice and a reasonable opportunity to cure, suspend the Services, in whole or in part, if Docebo does not receive all amounts which are due and owing, at not reasonably in dispute, under the Agreement when due; *provided that* it shall restore normal services promptly upon the clearance of any such disputed amounts.

**5.5    Taxes**. Unless otherwise required by applicable law, the fees and expenses due to Docebo as set forth in the Agreement shall be paid free and clear of any deduction or withholding on account of taxes. The Company shall be responsible for all sales, use, value-added, ad valorem or other taxes (including fees, tariffs, levies, duties or charges in the nature of a tax) imposed by any governmental entity upon the sale, use or receipt of the Software Services (other than taxes based solely on Docebo's income). If and when Docebo has the legal obligation to collect such taxes, Docebo will invoice the Company for the amount of such taxes, and the Company will pay such amount, unless the Company provides Docebo with a valid tax exemption certificate authorized by the appropriate taxing authority. The Company will provide Docebo with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Docebo to establish that such taxes have been paid. The Parties shall reasonably cooperate to more accurately determine each Party's tax liability and to minimize such liability to the extent legally permissible.

**6.    COMPANY OBLIGATIONS**.

**6.1    Technical Requirements**. In accordance with the requirements set forth on Schedule A, the Company

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

**6.2     Use of Website and Services**.

(a)   The Company shall not, and shall not knowingly permit others, in using the Docebo website, Docebo Software or Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Docebo, or interfere with another party's use of the Software Services; (ii) publish, 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 Company's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (iv) knowingly transmit or upload any material through the Software Services containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Docebo's, or any other person's or entity's, network, computer system, or other equipment; (v) interfere with or disrupt the Software Services, networks or servers connected to the Docebo systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Software Services; (vi) attempt to gain unauthorized access to the Software Services, other Docebo customers' computer systems or networks using the Software Services through any means; (vii) copy, modify or create derivative works or improvements of the Services or Docebo Software; (viii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Software Services or Docebo Software, in whole or in part; (ix) bypass or breach any security device or protection used by the Software Services or Docebo Software or access or use the Software Services or Docebo Software other than through the use of then valid access credentials; (x) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights notices from any Services or Docebo Software; or (xi) access or use the Services or Docebo Software for purposes of the development, provision or use of a competing software service or product.

(b)   Docebo has no obligation to monitor the Company's use of the Docebo Software and Software Services; *however*, Docebo reserves the right, upon confirmation 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, regulation, legal process or governmental request.

**6.3     Account Activation**. Docebo will provide the Company with a Docebo account in order to use the Services. The Company may then choose an account name for its web space (*e.g.*, myname.docebosaas.com) that is not already in use by another Docebo customer. The Company, and its End Users, are, respectively, fully responsible for all activities performed on or through their account. The Company agrees that the Company will, and will inform each End User that it shall, to the best of their knowledge and ability: (a) provide true, accurate, current and complete information as prompted by the registration form (the "***Registration Data***"), (b) maintain and promptly update the Registration Data to ensure the information is true, accurate, current and complete, (c) promptly, and without undue delay, inform Docebo of any confirmed or reasonably suspected unauthorized use of an account or any other breach of security, and (d) endeavor to exit from the account at the end of each work session. Docebo undertakes no obligation to verify the Registration Data provided by the Company or its End Users. However, if Docebo finds or reasonably suspects that the provided information is materially untrue, inaccurate, not current or incomplete, Docebo may, upon reasonable notice and opportunity to cure, suspend the Company's or any End User's account and refuse any and all current or future use of the Services (or any part of them), until such condition is remedied to Docebo's reasonable satisfaction.

**6.4     Password Confidentiality**. Each End User that uses the Software Services must choose a password when registering. The Company will inform such End Users of their obligation to maintain the confidentiality of the passwords. The Company will also be assigned a password or passwords for access to and use of the Software Services. The Company acknowledges that once the initial password provided to the Company is changed, Docebo does not retain the technical ability to retrieve such passwords. The Company is fully

responsible for all activities that occur using the Company's password, and End User shall be fully responsible for all activities that occur using their password. The Company acknowledges and agrees that Docebo shall not be liable for any loss that the Company or any End User may incur as a result of someone else using a password that has been assigned to or obtained by the Company or its End Users, either with or without the knowledge of the Company or the applicable End User; nor shall Docebo be liable or responsible for any unauthorized access or misuse of the Software Services by the Company or any of its End Users, unless and to the extent that the same shall be attributable to Docebo's actions.

**6.5     End Users**. In relation to the End Users, the Company undertakes that: (i) it will not direct or knowingly suffer any user subscription to be used by more than one individual End User unless it has been reassigned, in its entirety, to another individual End User, in which case the prior End User shall no longer have any right to access or use the Services and/or Documentation; (ii) it shall maintain (or be able to produce without undue delay) an up to date list of current End Users; (iii) it shall, in accordance with the rights described in Section 5.2, permit Docebo to verify the Company's use of the Software Services in order to establish the authorization of any End Users and/or Active User counts and shall provide assistance with the same, provided that this right shall be exercised with reasonable prior notice, in such a manner as not to materially interfere with Company's normal conduct of business; (iv) if any such compliance verification procedures reveal that any password has been provided to any individual who is not an authorized End User, then, without prejudice to Docebo's other rights, the Company shall promptly disable such passwords and Docebo shall not issue any new passwords to any such individual; and (v) if any such compliance verification procedures reveal that the Company has underpaid any fees to Docebo, then, without prejudice to the Docebo's other rights, the Company will pay to Docebo an amount equal to such underpayment within ten (10) business days of the date of the relevant verification.

**6.6     Application Programming Interface Provisions**.

(a)   In connection with its use of the Software Services, the Company may, in some operating environments, be provided with an 'instance' 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***"). The Company expressly understands and agrees that Docebo does not control, track, or monitor the dissemination of any of "Docebo Credentials", and, therefore, any misappropriation of those Docebo Credentials may neither be apparent to nor discoverable by Docebo without notice.

(b)   Docebo provides documentation disclosing certain aspects of its software functionality (the "***API Software and Protocols***"). The API Software and Protocols may allow Docebo customers to pull and insert specific data elements into and out of their Docebo Instance (each, a "***Code Snippet***"). Docebo expressly disclaims and shall have no liability with respect to how the API Software and Protocols or Code Snippets are used, except to the extent that it has directed the same. Further, unless otherwise specified by the Parties, in writing in an applicable SOW, Docebo takes no ownership interest in or rights to any third-party software code that incorporates the API Software and Protocols or Code Snippets.

(c)   In order to enable the functionality provided by the API Software and Protocols, a requesting party must serve licensed Docebo Credentials to the Docebo Instance. The Company expressly understands that Docebo 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 to the API Software and Protocols will function with the Docebo Instance as designed. Thus, any unauthorized dissemination and distribution of the Docebo Credentials may lead to an unauthorized use of a Docebo Instance. Docebo expressly disclaims and shall have no liability to the Company, or any third party, for any loss or damages resulting from how the API Software and Protocols or Code Snippets are used, whether authorized or not authorized by Company, unless and to the extent that the same may be attributable to Docebo's actions.

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

(e)  Nothing in the foregoing shall be construed as a requirement on Docebo to follow the same API Software and Protocols in the future, and the Parties expressly understand that Docebo may change the API Software and Protocols, with reasonable advanced notice, at any time. Docebo shall have no liability to the Company or any third party with respect to any such changes; *provided, however*, that, in the event that any such change results in a material degradation of the Company's ability to use the Services, the Company may terminate such Services without further liability.

**6.7    Compliance with Law**. Both Parties represent and warrant that they will observe and company with all applicable laws in connection with their performance under this Agreement. The Company will notify Docebo, promptly and without any undue delay, of any discovered unauthorized use of the Software Services or any other breach of security that is known or reasonably suspected by the Company, provided that the Company is legally able to give such notice. Docebo may suspend the Services, upon notice and a reasonable opportunity to cure, in the event of a material violation by the Company of any obligation contained in this Section 6, until such violation ceases and Docebo receives reasonable assurances that such violation will not continue. If Docebo believes, in its sole discretion, that the software, computing equipment or network systems owned or controlled by Docebo (collectively, "***Docebo Systems***") are being currently used for criminal activity, in a manner that violates the legal rights of Docebo, Docebo's customers (including the Company), any user or other third party, or is experiencing an actual data loss or data misappropriation, or that the continued operation of the Docebo Systems places the Docebo Systems in potential danger of data loss, data breach, or catastrophic failure, then such suspension may occur prior to the giving of such notice to the Company.

**7.   NON-DISCLOSURE; CONFIDENTIALITY AND DATA PROTECTION**.

**7.1    Disclosure**. 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. For purposes of this Agreement, "***Confidential Information***" means information, 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); the "***Disclosing Party***" refers to the Party disclosing Confidential Information hereunder, whether such disclosure is directly from the Disclosing Party or through the Disclosing Party's employees or agents; and "***Recipient***" refers to the Party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

**7.2    Requirement of Confidentiality**.

(a)  The Recipient agrees to hold all Confidential Information disclosed to the Recipient 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 Company acknowledges that the Docebo Software and Documentation, as well as all pricing aspects of Orders and SOWs issued in connection with this Agreement, are the Confidential Information of Docebo. Docebo acknowledges that all data input by the Company or End Users into the Docebo Software is the Confidential Information of the Company.

(c)  With regard to all Confidential Information, the obligations in this Section 7.2 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)  The foregoing obligations shall not apply if and to the extent that: (i) the Recipient establishes that the information communicated was publicly known at the time of the Recipient's receipt or has become publicly known other than by a breach of this Agreement; (ii) prior to disclosure hereunder was already in the Recipient's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to any disclosure hereunder, the information is obtained by the Recipient on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the Recipient without any use of any of the Confidential Information as evidenced by appropriate documentation. Notwithstanding anything to the contrary herein, if the Recipient is ordered by an administrative agency or other governmental body of

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competent jurisdiction to disclose the Confidential Information, then the Recipient may disclose the requested Confidential Information; *provided however*, that, the Recipient 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 Recipient is required to disclose.

**7.3     Return of Materials**. Upon the request of the Disclosing Party or upon the expiration or termination of the Agreement, the Recipient 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 Recipient 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.

**7.4     Data Use**. The Company agrees that data derived by Docebo from Docebo's performance of the Services or input into the Docebo Software by use of the Software Services may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules; *provided that* such analysis shall be performed solely by Docebo and such analysis shall be performed only in conjunction with data derived by Docebo from Docebo's performance of services for other customers, input by other Docebo customers or obtained from third-party data sources. The results of such analysis ("***De- identified Data***") may be used by Docebo for any lawful internal purpose, including determining future hardware and communications needs for Docebo systems and determining trends associated with warehouse use, operation, and efficacy, but shall not be sold to any third-party or used for any other commercial purpose. Notwithstanding anything contained in this Agreement to the contrary, De-identified Data shall not contain (i) any Confidential Information of the Company, (ii) any information that identifies or can be reasonably used to identify any End Users or other individual person, (iii) any information that identifies or can be reasonably used to identify the Company or its affiliates, suppliers, or vendors, or (iv) any information that identifies or can be reasonably used to identify any activities or behaviors of the Company. Further, such De-identified Data shall not be subject to or susceptible to any re-identification, and, upon request, Docebo shall certify the same to the Company

**7.5     Protection of Company's Proprietary Information**. Docebo has implemented in accordance with industry best practices to implement appropriate technical and organizational safeguards described ion the Information Protection Security Standards attached to the DPA as "Annex A," in order to ensure the security, confidentiality and integrity of the Company's Confidential Information and other proprietary information. Except as otherwise provided herein, Docebo shall only use the Company's Confidential Information to the extent required for the proper delivery of the Services and in accordance with the Data Processing Addendum, attached hereto as Exhibit A (the "DPA"), including as necessary or appropriate to prevent technical problems (*e.g.*, to resolve issues related to technical support).

**7.6     Processing of Personal Data**. To the extent that Docebo processes Personal Data, it shall do so only in accordance with the Data Processing Addendum, https://tos.docebo.com/Docebo_DPA_EN.pdf (the "***DPA***") and Information Protection and Security Standards, attached to the DPA as "Annex A", which is incorporated by reference into this Agreement. "***Personal Data***" shall be as defined in the DPA.

## 8.    LIMITED WARRANTY.

(a)  Docebo represents and warrants that: (i) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the  provision  thereof; (ii) it has all rights, licenses, consents  and authorizations necessary to grant the rights and licenses granted in this Agreement; (iii) the Services delivered under the Agreement will operate substantially in conformity with its Documentation under normal use and circumstances; (iv) the Documentation accurately and completely reflects all material features and functions of the Services; (v) it shall comply with all applicable federal, state and local laws, rules, and regulations when performing its obligations under this Agreement; and (v) to Docebo's knowledge, the Services do not contain, and will not transmit to Company or its systems, any viruses, Trojan horses, timebombs, or any other code, programs or mechanisms that disrupt, modify, delete, harm, or otherwise impede the operation of computer systems.

(b)  OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER DOCEBO, ITS

AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE COMPANY, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SERVICES OR OTHERWISE REGARDING THE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED TO THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARE FOR COMMERCIAL USE ONLY.

WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON- MATERIAL ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SYSTEM THAT MAKES THE SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED OR RECOMMENDED BY DOCEBO, THAT THE OPERATION OF THE SERVICES WILL BE SECURE, OR THAT THE SERVICES FUNCTIONALITY WILL MEET THE COMPANY'S REQUIREMENTS. THE COMPANY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE COMPANY'S PURPOSE.

## 9.   LIMITATIONS OF LIABILITY.

**9.1   Exclusions of Liability**. Except in connection with and to the extent of any breach of a Party's obligations of confidentiality hereunder, 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 is based on any legal or equitable theory, including, but not limited to, contract, tort, negligence, strict liability, products liability or otherwise.

**Maximum Liability**. Except for claims arising (a) in connection with and to the extent of any breach of a Party's obligations of confidentiality hereunder, (b) in connection with a Party's obligations of indemnification pursuant to Section 10, or (c) in connection with contractual payment obligations hereunder, in no event shall either Party's liability for any damages to the other Party, or to any other person or entity, regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise, exceed the *pro rata* portion of fees received by Docebo from the Company applicable to the six (6) month period immediately preceding the events giving rise to such action.

## 10.   INDEMNIFICATION.

**10.1   Docebo Indemnification**.

(a)   Docebo shall indemnify, defend, and hold harmless the Company and its officers, directors, employees and affiliates and End Users against any and all claims, actions or proceedings arising out of or in connection with, and to the extent caused by, (i) any infringement by the Docebo Software 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 10.1(b)), or (ii) any violation by Docebo of its obligations of confidentiality under this Agreement. If any Docebo Software becomes, or, in Docebo's opinion, is likely to become, the subject of any claim of infringement, Docebo may, at its sole option, (x) obtain for the Company the right to continue using the Docebo Software; (y) replace or modify the affected Docebo Software so that it becomes non- infringing while providing substantially equivalent functionality; or (z) if such remedies are not available on commercially reasonable terms as determined by Docebo, terminate the license to use the Services for the affected portion of the Docebo Software, and promptly refund any pre-paid subscription fees for the affected portion of the Docebo Software.

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

**10.2  Company Indemnification**. The Company will indemnify, defend, and hold harmless Docebo, and its officers, directors, employees and affiliates against all claims, actions or proceedings arising out of or in connection with, and to the extent caused by, (i) any infringement of any Company Software, Marks, or Materials provided by the Company or its End Users or inputted into the Docebo Software, against any patent, copyright, or trademark, or the misappropriation of any trade secret; or (ii) any violation by the Company of its obligations of confidentiality under this Agreement.

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

## 11.  TERM AND TERMINATION.

**11.1  Initial Term**. The Agreement shall commence on the Effective Date indicated on the first executed Order between the Parties. Subject to the early termination provisions as provided herein, the Agreement shall continue through the Initial Term and will automatically renew for successive 12 month terms (each, a "Renewal Term" and together with the Initial Term, the "Term") unless either Party gives written notice of non-renewal in accordance with Section 11.2.

**11.2  Notice of Non-Renewal**. 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 thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

**11.3  Termination**. Without prejudice to any other remedies 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 Docebo if any amounts hereunder which are due and owing and not reasonably in dispute remain unpaid for more than fifteen (15) days following written notice of such unpaid amounts being delivered to the Company; or

(d)  By either Party, upon notice, in the event of any documented verbal or written abuse (including threats of abuse or retribution) by any employee, officer, agent, or representative of the other Party that is directed toward any employee, officer, agent, or representative of such Party; *provided that* prior notice and a reasonable opportunity to address and reasonably remediate the same shall be provided before any such termination notice may be served effectively hereunder.

**11.4  Effect; Transition**.

(a)  Upon expiration or termination of this Agreement for any reason, all rights and licenses granted by

Docebo hereunder to the Company will immediately cease. Upon any expiration or termination of this Agreement, Docebo shall make the Company's Materials reasonably available to it for a period of thirty (30) days. Upon any duly effected termination of this Agreement by the Company pursuant to Section 11.3(a), (b) or (d), Docebo shall promptly refund any pre-paid but unearned fees to the Company.

(b)   Upon any expiration or termination of the Agreement by the Company pursuant to Section 11.3(a), (b) or (d) of this Agreement, Docebo will continue, upon the Company's request, to provide the Services, as the Services were provided to the Company during the most recently completed Term and under the same conditions and applicable fees, to the Company for a maximum period of three (3) months ("***Transition Services***"). The Company may use the Transition Services to continue operations and for data retrieval and export purposes, and Docebo will provide reasonable migration tools that it generally makes available to its customers for the Company to retrieve the Company's Materials and content as a part of providing the Services.

**11.5    Survival**. Termination of this Agreement or any Schedule, Order or SOW will not affect the provisions regarding each Party's treatment of Confidential Information, provisions relating to payments of amounts due, indemnification provisions, the provisions of Section 12, and provisions limiting or disclaiming a Party's liability, all of which shall expressly survive such termination.

**12.  GENERAL**.

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

**12.2    Governing Law**. This Agreement shall be governed by and constructed in accordance with Italian law without giving effect to any choice or conflict of law provisions or rule (whether Italy or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Italy. If the parties have a controversy, dispute or difference arising out of this Agreement, either party may initiate litigation only in the courts of Milan. The parties submit to the jurisdiction of said courts and waive any defense of *forum non conveniens.*

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

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

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

**12.6    Assignment**. Neither Party may assign its rights and obligations under the Agreement without the prior written consent of the non-assigning Party, which, in the case of any proposed assignment to affiliates or successors in interest, shall not be unreasonably withheld, conditioned or delayed. Any assignment in violation of this Section 12.6 shall be void and of no effect. The Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

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

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

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

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

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

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

**12.13    Additional Policy Compliance**. Each of the Parties hereby represent and warrant 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 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.    DEFINITIONS.

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

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

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

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

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

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

"**_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 Company, as well as any Derivative Works thereof.

"**_Effective Date_**" means the date on which the Agreement commences, as indicated in the first Order.

"**_End User_**" means all of the Company's employees and individual third parties who are authorized by the Company to use the Software Services and have been provided a password for the same.

"**_Initial Term_**" means the first term of the Agreement, as indicated in the first Order.

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

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

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

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

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**SERVICE DESCRIPTION; HELPDESK SERVICES; SERVICE LEVELS**

1.  **GENERAL SERVICE DESCRIPTION**.

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

The Docebo LMS currently supports the following browsers https://www.docebo.com/online-training-lms-system-requirements/ (which is subject to change, with reasonable notice, in Docebo's sole discretion). Regardless of any changes to such supported browsers, Docebo warrants that, at any one given time, it shall maintain support for a reasonable cross-section of commonly used current version browser releases.

In the event that the Company cannot meet the technical requirements to access the Docebo LMS, through no fault of Docebo, Docebo shall be under no obligation to provide the Helpdesk Services described in Schedule A.

2.  **HELPDESK AND SUPPORT SERVICES**.

It is possible to contact the helpdesk 24/7 using the helpdesk tool available within the Docebo platform, which is fully integrated with the Docebo ticket management system or through the form at https://docebo.zendesk.com/hc/en-us/requests/new. Please note that the timing of Docebo's response will be in accordance with Table 2 below.

Docebo shall provide to the Company the Helpdesk Services specified in any applicable Order, if any. The details related to each of the different Helpdesk Services are set forth below:

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**Helpdesk and Support Definitions**

"***Business Hours***" are defined as the operating hours for the Docebo Support team, currently 9AM
– 6PM CET & 9AM-6PM Eastern Time or 9AM-6PM Pacific Time, as applicable based on the Company's billing address.

"***ETA***" means the estimated time that the problem will be addressed, with mitigation procedures deployed. The Company will be updated if ETA materially changes.

"***First Response***" means the first interaction with the Company (via ticket) aimed at the diagnosis of the problem. The number of Business Hours to first reply is calculated using the Business Hours of the agent assigned to the specific ticket/support request.

"***Incident***" means an issue with the Docebo LMS identified by the Company to Docebo, as categorized in the Severity Descriptions below.

"***Production Instance***" means a Docebo instance which is tied to an active user subscription.

"***Support Request***" means any support ticket reporting an Incident to Docebo via an appropriate methodology of submission, as discussed herein.

"***Taking Charge***" means registration of the Incident, including assignment of the ticket number to the Company and saving the request in the Helpdesk system.

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| Table 1 - Severity 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 with no reasonable workaround available. |
| *Normal* | Errors in functionality within the application, often accompanied by workarounds or affecting some but not all users. |
| *Low* | General inquiries on the use of the application; or cosmetic errors or incidents which otherwise do not require immediate attention; or rare errors that appear during unusual conditions or are otherwise unlikely in normal use; or errors which have a sustainable workaround. |


| Table 2 - Service Level Targets* | | |
|---|---|---|
| **Severity** | **First Response** | **ETA** |
| *Urgent* | 2 Hours | Within 5 Hours. |
| *High* | 6 Business Hours | As promptly as commercially feasible. |
| *Normal* | 12 Business Hours | As promptly as commercially feasible. |
| *Low* | 16 Business Hours | None. |

*Notes:

- Urgent SLA applies *only* to issues submitted *via* Zendesk web form and confirmed as Urgent by Docebo.

- This table applies only to Production Instances and only to tickets submitted from the Docebo Communication Center (in platform), or the Support Web Form (https://docebo.zendesk.com/hc/en- us/requests/new). For the avoidance of doubt, in platform chat and tickets generated from in-platform chat do *not* apply to these target metrics.


**3. SUPPORT REQUESTS / INCIDENT RESPONSE PROCEDURES**.

**Support Requests**

To receive these Helpdesk Services and for Docebo to be able to provide the applicable Service Levels, the Company will reasonably cooperate with Docebo to resolve support Incidents. In service of the foregoing, the Company agrees that it will have adequate technical expertise and knowledge of their configuration of the Production Instance and familiarity with Docebo's Services to provide relevant information to assist Docebo to reproduce, troubleshoot, and resolve the Incident or issue identified by the Company.

The following information should be provided in any Support Request, at all times and as a minimum, to maximize Docebo's ability to address Incidents. Support Requests lacking this information will *not* be considered as part of any Service Level measuring report:

(1) A detailed description of the issue, with as much reasonable detail as can be provided with reference to the problem in a clear step by step format.

(2) The URL of the platform where the issue is occurring.

(3) The error message provided, and the exact steps necessary, if known, to reproduce the error.

(4) The user(s) that are affected by the issue.

(5) Any applicable screenshots or video captures.

## Company's General Responsibilities

With respect to Helpdesk Support and Incident management, the Company will, to the extent that the same may be within its reasonable control, be responsible for: (a) reporting errors promptly; (b) providing sufficient information for Docebo to duplicate the error, assess the situation, and undertake any needed or appropriate corrective action; (c) otherwise following instructions or suggestions from Docebo regarding use, maintenance, upgrades, repairs, workarounds, or other related matters; and (d) designating two (2) members of its staff to serve as the Company's system administrators to contact Docebo with support issues.

The Company understands and acknowledges that Docebo's successful response and provision of Helpdesk Services is subject to the Company's reasonable assistance and compliance, including: (i) at Docebo's reasonable request, the Company will provide Docebo with reasonable access to the Company's personnel and equipment, during normal Business Hours, to discuss and assess any problems or requests for assistance; and
(ii) the Company will document and promptly report to Docebo all material errors or malfunctions of the Software Services. It is the Company's responsibility to carry out procedures necessary at the Company's facilities for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Docebo.

## Reproducing Errors

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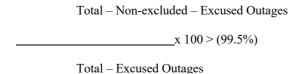
## Exclusions

Issues that arise in the following categories are expressly stated to be *outside of the scope* of Helpdesk Services and support detailed above, and will have *no* Service Level Agreement applied to them: (i) Custom Cascading Stylesheets (CSS), (ii) support to third party authoring tools, (iii) support to third party system or platform integration, where the integration is not developed or managed by Docebo, (iv) support in troubleshooting of E-Learning Content packages built with third party authoring tools, and (v) custom built authentication methods between Docebo and the Company where such method is built by or on behalf of the Company (other than by Docebo) and is not maintained by Docebo.

## Additional Charges

If a reported problem (or if the Company otherwise requests assistance) is an Exclusion, Docebo will notify the Company, as promptly as possible, to that effect and reserves the right, upon the Company's confirmation, to nevertheless move forward with attempted resolution of such problem, and to charge the Company at Docebo's then-current standard hourly rates for all associated work, for which the Company agrees to pay Docebo promptly upon receiving an invoice; *provided, however*, that Docebo shall inform the Company in advance of the possible incurrence of any such fees and the Company shall have pre-approved the same, otherwise such charges shall not be payable.

## 4.   AVAILABILITY.

Docebo has established the Software Services such that it should be Available at least 99.5% of the time, as measured on a monthly calendar basis ("***Availability Percentage***") as follows:

$$\frac{\text{Total} - \text{Non-excluded} - \text{Excused Outages}}{\text{Total} - \text{Excused Outages}} \times 100 > (99.5\%)$$

If Docebo fails to achieve the Availability Percentage for two (2) consecutive calendar months, then the Company will 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 Company to Docebo for Services under the applicable Order, in accordance with the schedule below.

| Monthly Availability Percentage | Service Credit Percentage |
|---|---|
| Less than 99.5% but equal to or greater than 99.0% | 10.0% |
| Less than 99.0% | 30.0% |

Docebo will apply Service Credits only against future payments due from the Company, *unless* no such future payments are expected to become due, in the then current Term of the applicable Order, in which case, Service Credits shall be applied to a refund, which shall be issued by Docebo reasonably promptly.

Service Credits may *not* be transferred or applied to any other account. To receive any Service Credit, the Company must submit a claim within thirty (30) days after the reported issue is (i) documented via a duly submitted Support Request, and (ii) an e-mail is sent by the Company to the designated Docebo Customer Experience team, which references the submitted Support Request. If the failure of the Availability Percentage is confirmed by Docebo, then Docebo will issue the Service Credit to the Company within      one billing cycle following the month in which such request is confirmed by Docebo. The Company's  failure to provide the request and other information as required above will disqualify the Company from receiving any Service Credit for the Availability Percentage failure in question.

In the event that there is any failure to achieve the Availability Percentage for six (6) consecutive calendar months during any then applicable Term, then the Company may, in the alternative, by notice, terminate the Agreement, and receive a *pro rata* refund for any pre-paid, but unearned Service fees.

For the purpose of this Section 4, the following definitions shall apply:

"***Available***" or "***Availability***" means (a) with respect to general availability of the Service, that requests for web pages are completed and web pages are returned within five (5) seconds of the initial request regardless of latency; and (b) with respect to availability of the configuration portal, that the portal is available for log on.

Service unavailability will *not* be assessed due to: (i) a failure of the Company to correctly configure the Service in accordance with Docebo's Documentation, policies or instructions; (ii) the unavailability of a specific web page; or (iii) unavailability of one or more specific features while other key features remain available.

"***Excused Outage***" means:

1. Planned downtime. Planned downtimes are downtimes that are scheduled during "Maintenance Windows".

2. Emergency downtime. With respect to emergency downtime, Docebo shall provide the Company with as much notice as practical under the circumstances and strives for a minimum of seventy-two

(72) hours or more of advance notice. In all cases, Docebo shall provide a minimum of twenty-four (24) hours' advance notice of emergency downtime. Docebo shall make commercially reasonable efforts to schedule emergency downtime in off peak hours (based on *the Company's* business hours). If the minimum of twenty-four (24) hours' advance notice for emergency downtime is not provided and acknowledged by the Company prior to the downtime occurring, the downtime is considered "Non-excluded".

3. Any unavailability caused by circumstances beyond Docebo's reasonable control, including, without limitation, acts of God, acts of government, epidemics or other public health emergencies, flood, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving Docebo's employees), computer or telecommunications failures or delays involving hardware or software not within Docebo's possession or reasonable control, and network intrusions or denial of service attacks.

"***Non-excluded***" means anything other than an Excused Outage. "***Total***"

means the number of minutes for the calendar month.

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## SCHEDULE B

Docebo shall provide Company with its Gold package of onboarding services, which is a 16 week onboarding process following the timeline below.

### Weeks 1-3: Project Kick Off and Discovery

| Docebo Deliverable | Client Deliverable |
|---|---|
| • Administrator e-learning courses provided via Docebo University<br>• Kick Off Call<br>   • Introduce Stakeholder<br>   • Contract Review<br>   • Roles and Responsibilities<br>   • Onboarding Project Expectations<br>• Discovery Call<br>   • Review Client Use Cases<br>• Key Business Objectives Criteria Call:<br>   • Define and agree to Key Business Objectives Criteria for the project specific to Company's onboarding goals and business needs<br>• Creation of an onboarding plan that details out the major tasks required by Company to setup Docebo LMS as established by the Key Business Objectives Criteria | 1 Access the Docebo University and complete Use Case Questionnaire<br>1 Contribute to the development and documentation of Key Business Objectives Criteria based on business needs defined in the Use Cases<br>1 Attend Calls<br>   • Kick Off<br>   • Discovery<br>   • Key Business Objectives Criteria<br>1 Assemble a project team knowledgeable of Company's internal processes and empowered to make real time decisions<br>1 Assign a project lead who shall function as the first point of contact with Company regarding all onboarding matters and, who shall be primarily responsible for Company's obligations with respect there to<br>1 Identify any other resources needed throughout the duration of the project such as technical resources<br>1 Provide Sign Off on Critical Key Business Objectives |

### Weeks 4-12: Configuration and Testing

| Docebo Deliverable | Company's Deliverable |
|---|---|
| • Weekly project meetings to align on weekly tasks/goals, resolve any issues and provide any additional guidance (typically a duration of 60 minutes)<br>• Support and guidance via email and additional ad hoc meetings as required to enable Company's team to effectively use Docebo and implement the use cases defined<br>• Provide product expertise and best practice configuration based on client use case<br>• Review and advise client on configuration and setup for the following items but not limited to:<br>   • Users<br>   • Courses, Learning Plans and Catalogs<br>   • Branding and User Interface<br>   • Enrollment rules<br>   • Power Users<br>   • Reports & Notifications<br>   • Certifications<br>• Support client during User Acceptance Tests | • Participate in weekly meetings to align activities along with any questions, issues and additional guidance needed<br>• Complete assigned activities and training prior to each weekly call<br>• Implement the use cases defined providing configuration of the platform for the following items but not limited to:<br>   • Users<br>   • Courses, Learning Plans and Catalogs<br>   • Branding and User Interface<br>   • Enrollment rules<br>   • Power Users<br>   • Reports & Notifications<br>   • Certifications<br>• Make real-time decisions regarding configuration during the project |

| | |
|---|---|
| • Validate with the client that Key Business Objectives defined in the previous phase are met | • Validate completion of the Key Business Objectives defined in the previous phase |

**Weeks 13-16: Project Closure and Transition to Customer Experience**

| Docebo Deliverable | Company's Deliverable |
|---|---|
| • Provide guidance to prepare for quality assurance testing and Soft Launch<br>• Support and guidance via weekly status, email and additional ad hoc meetings to address feedback and resolve gaps identified during quality assurance testing and Soft Launch<br>• Onboarding completion survey<br>• Continued support and participation throughout the transition to the Docebo Customer Experience Team | 1 Complete a full cycle of quality assurance testing within the platform prior to Soft Launch (test scripts will be defined by the client based on their use case(s))<br>1 Conduct a Soft Launch with a subset of end users (learners, instructors, managers, etc...) to test the Docebo platform, content, integrations and user provisioning flows prior to Go-Live<br>1 Participate in meetings to address soft launch feedback and resolve gaps identified<br>1 Provide feedback to Docebo via the onboarding completion survey<br>1 Attend the onboarding closure meeting |

Delivery Period: 16 calendar weeks from Project Kick-off. Kickoff must occur within 120 calendar days of contract signature.

In the event that Company and/or Docebo fails to meet the foregoing obligations during the Delivery Period, through no fault of Docebo's, then the parties shall work together in good faith to complete the onboarding on an extended schedule, taking into account the availability of Docebo's resources. If the Company requires Docebo to commit additional times and resources beyond those typically provided for in a 16 calendar week period, the Parties shall enter into a new SOW to provide for such additional hours as Company requires, on terms and conditions to be negotiated by the Parties in good faith.

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