



EDUCATION PARTNER AGREEMENT

PREAMBLE

Lectra is world leader in its market in software, CAD/CAM equipment and related services dedicated to large-scale users of textiles, leather and industrial fabrics.

Lectra aims at encouraging education and research in design, product development and manufacturing for fashion (apparel, accessories and footwear), automotive (car seats and interiors, airbags) aeronautical, marine and furniture.

Lectra wishes to strengthen exchanges and synergies by providing the Education partners with its business expertise through the provision of all new technologies that cover the design and manufacture of products and meet the companies' growing needs of creativity, flexibility and productivity.

Pursuant to our recent discussions concerning the reinforcement of your relationship with Lectra, we have customized our agreement form applicable to enrollment of Education partners into our Education Partner Program Agreement in accordance with the details we convened upon with respect to your enrollment.

This Education Partner Program Agreement ("Agreement") is made by and between:

LECTRA S.A. whose address is located at 16-18 rue Chalgrin, 75016 Paris ("Lectra")

and:

SPŠ a VOŠ, Liberec, příspěvková organizace, whose address is located at Masarykova 3, 460 01 Liberec, Czech republic ("Education Partner")

The Education Partner Program ("Program") consists in the enrollment of Education Partners into licensing grants allowing universities colleges and schools to use Lectra's technology in consideration feedback, publicity and conferencing obligations, if applicable.

1. GOAL OF THE PROGRAM

Lectra is glad to welcome your university/college/school among Lectra's Education Partners.

An Education Partner is a university, college, school, or any other education center officially approved as such by the relevant government agency in the country where its registered office is located and enrolled by Lectra in the Program in accordance with the terms set forth in this Agreement.

In consideration for the Education Partner's involvement and active participation in Lectra's feedback collection process, the Education Partner will be provided access to industry-leading technology through the grant of certain license rights (as set forth below) together with the opportunity to obtain Lectra's assistance in:

- Promoting their degree programs by using the industry's leading CAD/CAM technology to enrich the students' learning experience;
- Increasing of their students' marketability in the workforce through education and hands-on training in the latest design and apparel product development solutions;

- Ensuring that their teachers and instructors are at the forefront of the industry's knowledge through their participation in events and/or training specific to their field.

2. LICENSE TO USE LECTRA SOFTWARE/SUBSCRIPTION TO LECTRA SOFTWARE AS A SERVICE ("LECTRA SAAS SERVICE")¹

Under the Program, Lectra grants to its Education Partners, temporarily and free of charge the right to use license seats of Lectra software programs or the right to access a Lectra SaaS Service in accordance with the terms set forth below:

2.1 Rights granted by Lectra

2.1.1 General

Under the Program, Lectra grants to the Education Partners a royalty free non transferable, non exclusive license to use the number of license seats of the Lectra software programs and/or Lectra SaaS Service set forth in Exhibit A hereof, for a limited term of 105 (one hundred and five) weeks from the date of entry into force of the Agreement as defined in Article 4.1 (the "Effective Date"), subject always to the terms and conditions applicable to Lectra software licenses in force in the country where the Education Partner is located on such date and attached in Exhibit B hereto for software and the terms and conditions applicable to Lectra SaaS Service subscriptions attached hereto as Exhibit C.

In case Lectra grants the Education Partner a Trusted Storage License, the term is limited to 52 weeks from the Effective Date. Except from the term, License conditions applicable to the trusted storage Licenses are the same as those set forth for the normal licenses.

In addition, during the Term of the Program (and any renewal thereof in accordance with Article 4.1 below), evolutions and upgrades of the software will be licensed to the Education Partner or included in the Lectra SaaS Service, free of charge, subject to the same conditions.

While license and/or subscription fees are not charged to the Education Partner, shipping, installation, training, consulting, or support costs may apply and shall be borne by the Education Partner, as set forth in Exhibit A of this Agreement.

Furthermore, all subscription support services the Lectra Education Partner decide to place shall be set in a proposal which will be submitted by Lectra.

2.1.2 Upgrade training on Lectra software new release

Lectra will provide initial and/or upgrade training courses for new releases of Lectra software at Lectra schools locations or online within the framework of the e-learning training or on site.

Initial training will be invoiced to the Education Partner and submitted to Lectra's standard terms and conditions applicable to the provision of training services.

Upgrade training courses provided at Lectra schools locations or within the framework of the e-learning training will not be invoiced. Upon request and subject to acceptance of the Lectra proposal, Lectra may also offer affordable upgrade on-site training for Education Partner seeking a more hands-on experience at their site. Such training will be provided

¹ Available for YuniquePLM only.

subject to Lectra's standard terms and conditions applicable to the provision of training services and to Education Partner's acceptance of the relevant Lectra proposal at Lectra's applicable rate in effect at the time of the corresponding order

The training courses' related materials are available to the Education Partner at no additional cost. However travel, meal and accommodation expenses are the Education Partner's responsibility according to Lectra terms and conditions.

In case the Education Partner does not attend the above-mentioned training courses, Lectra reserves the right not to renew the present Agreement

2.2 The Education Partner commitments

The Education Partner commits to:

- Use the Lectra software and/or Lectra SaaS Service exclusively in the framework of the Lectra Education Program and therefore for the sole purpose of providing training to students, and always in accordance with the applicable license terms and conditions attached to this Agreement in Exhibit B and/or Exhibit C. Education Partner shall by no means provide training to persons working for Lectra clients (as a trainee, employee or independent subcontractor). Other uses, such as providing training to professionals or other activities which would be in competition with Lectra training commercial offer are strictly forbidden.
- Keep the Lectra software licenses updated with the latest Lectra software version and stay up to date with Lectra software application knowledge accordingly;
- Make reasonable efforts to use the number of licenses/seats granted under this Agreement. In doing so, the Education Partner should:
 - Provide the space, material and other means desirable to use all functionalities of the Licensed Software and/or Lectra SaaS Service as relevant in the applicable course outline or description;
 - Ensure appropriate installation as instructed by Lectra in the applicable documentation;
 - Have adequate IT and support resources to facilitate the installation and maintenance of Lectra's technologies;
 - Jointly publicize with Lectra the Education Partner's participation in the Program through press releases, case studies, etc. in accordance with Article 3 below.
 - Grant Lectra the right to use the Education Partner's videos of trainings on Lectra's Licensed Software in all media, in all forms and for any purpose, throughout the world, including but not limited to publication on Lectra's websites, in Lectra's commercial brochures, magazines, documentations, advertisements, annual reports, in print publications, video and multimedia presentations, and/or for any purpose which may include, but not limited to display, public relations, marketing, or designs., etc.

In addition, the Education Partner is encouraged to subscribe to a Lectra Remote Expertise Agreement ("Remote Expertise") at the Lectra's applicable rate in the territory concerned to benefit from remote support from Lectra's international Call Centers.

3. PUBLICITY

Both parties, Lectra and the Education Partner can benefit from a mutual publicity.

3.1 By Lectra

Lectra will be able to reference the Education Partner with a direct link on its site www.lectra.com.

Lectra shall communicate on this Program internally and externally, for instance through publications as well as through press releases, the content of which will be submitted to the Education Partner for approval, which approval may not be unreasonably withheld or delayed.

To perform such marketing events, the Education Partner hereby grants Lectra a non-exclusive, non-transferable right to use its name and/or logos for the exclusive purpose of marketing and commercial events performed worldwide.

3.2 By Education Partner

The Education Partner shall reference Lectra with the presence of the Lectra logo and a direct link to the Lectra's website onto the Education Partner's site.

The Education Partner shall communicate on the Program internally at its premises and externally during events such as open days and or specific events with the industry.

4. TERMS AND CONDITIONS

4.1 Duration of the Agreement

This Agreement shall enter into force for a period of 105 weeks (24 months) from the date of signature of this agreement or at the latest, from the date of delivery of the licenses, hereinafter the "Effective date".

The duration of the Program and the Agreement will be tacitly renewed for contractual periods of 105 weeks from their expiration date, unless one of the Parties obstructs this renewal by sending the other Party written notification at least 60 calendar days in advance of each anniversary date.

Such termination shall have effect only as regards to the future and shall in no event affect any order placed before the effective date of the termination, as this Agreement shall continue to govern them (orders of training, consulting, support and services).

In case of such termination, the Education Partner shall immediately delete from its systems any Lectra software used during the Program and shall immediately send to Lectra a written statement of deletion of such Lectra Software. Lectra shall reserve any right to audit the correct deletion of Lectra software from the Education Partner's systems.

The termination of this Agreement shall be effective following such notice period, without compensation by either Party to the other Party.

4.2 Proprietary rights

As part of the Program, or as part of training session ordered in connection therewith, Lectra may provide documentation, course materials, recommendations, assessment, maintenance reports, training reports and guidelines ("Lectra Documentation"). Lectra retains all title and

ownership over any Lectra Documentation provided to, remitted or otherwise accessed by Education Partner regardless of whether such Lectra Documentation incorporates Education Partner's data or input. Lectra hereby grants to the Education Partner a limited non-assignable license to use the Lectra Documentation remitted as part of the Program, for the sole purpose of using such documentation as part of the Program and distributing it solely to participating students. Education Partner shall be entitled to reproduce, any of the Lectra Documentation as needed for this sole purpose.

The parties concur that any work, materials, development prepared by the Education Partner during the course of the Program will be developed at the initiative of Lectra. Thus such materials created or prepared with the Education Partner's input, assistance or help or using its feedback will constitute a "work made for hire" and Lectra shall have the sole copyright ownership in the work.

4.3 Disputes

Lectra encourages the amicable solving of disputes. However, if after reasonable attempts to solve a matter under this Agreement, it becomes apparent that the matter cannot be resolved amicably, any dispute will be resolved in accordance with and under the governance of the laws of the country and/or state in which the Lectra entity contracting under this agreement has its registered office at the Effective Date. Lectra and the Education Partner hereby irrevocably agree to submit to the jurisdiction of the courts located in the city and country and/or state where the Lectra entity contracting under this agreement has its registered office.

4.4 Relationship of the Parties

Lectra and the Education Partner are independent contractors, and nothing contained herein may be construed to create or imply a joint venture, partnership, principal, agent or employment relationship between the parties. Lectra and the Education Partner are not entitled to take any action or permit any action to be taken on behalf of or which purports to be done in the name of the other, and neither shall have any power or authority to bind the other or to assume or create any obligation or responsibility, express or implied, on the other's behalf or in its name, nor shall either represent to any one that it has such power and authority. Lectra and the Education Partner shall be and remain responsible for their own acts and omissions, and those of their employees, agents and subcontractors.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date through their respective duly authorized representatives below.

4.5 Miscellaneous

In case of discrepancies between the terms of the present Agreement and Lectra's Standard Terms and Conditions applicable to software licenses or Standard Terms and Conditions Applicable to Lectra SaaS Subscriptions, the Agreement shall prevail.



School/University

Lectra

DocuSigned by:

Date: _____



(s

14:05 10.12.2024
RSA/4096

(signature)

Name: _____



Title: _____

Title: Chief Customer Officer

EXHIBIT A:**LIST OF LECTRA SOFTWARE LICENSED TO EDUCATION PARTNER AND/OR THE LECTRA SAAS SERVICE SUBSCRIBED TO BY EDUCATION PARTNER AND COST/EXPENSES BORN BY THE EDUCATION PARTNER****1. LIST OF LECTRA SOFTWARE LICENSED**

Reference	Description of Lectra Software	Number of seats	Type of License	Subscription Term
MD-CLASSICV8R5F	Modaris Classic V8R5	18	Floating user license	105 weeks
DN-INTERV6R3F	Diamino Fashion Interactive V6R3	18	Floating user license	105 weeks

2. TYPE OF LECTRA SAAS SERVICE²

Reference	Designation of Lectra SaaS Service	Number of Seats	Type of Subscription Named User/Multi-User	Subscription Term

3. COST/EXPENSES BORN BY THE EDUCATION PARTNER

Category	Amount

²Available for YuniquePLM only.

**EXHIBIT B:**

STANDARD TERMS & CONDITIONS APPLICABLE TO LECTRA SOFTWARE LICENSES

1. **Grant of License.** Subject to the terms and conditions of this Agreement (including any Exhibits or Schedules hereto), and on condition of payment of the required license fee referred to in Exhibit A, during the Subscription Term, Lectra hereby grants to the Education Partner a personal, non-transferable, non-assignable, non-exclusive and revocable license to use the Software identified in Schedule A (or in Purchase Order(s) in the case of Additional Purchases), as well as software evolutions (supplied under Lectra Software Maintenance subscriptions), in executable code form only, solely for Education Partner's internal data processing purposes. The Education Partner may make one (1) single back-up copy of the Software, unless Lectra has provided such a copy to the Education Partner. The Education Partner may also make a temporary copy of the Software in random access memory within its computing environment for the sole purpose of exercising its right to use the Software in accordance with this license and in compliance with the restrictions set forth in particular in paragraphs 2 and 3 below. Any license to use granted herein is limited to exercise by Authorized Users, and solely for the purposes permitted by this Exhibit B. **"Authorized Users"** mean (i) the employees of the Education Partner, and (ii) consultants, agents and contractors who are working on the Education Partner's premises, provided that any such consultant, agent or contractor is not a competitor of Lectra, and has agreed in writing to restrictions on the use of the Software and obligations of confidentiality no less stringent than those set forth in this Agreement up to the number of users who are authorized to use the Software under Exhibit A. The Education Partner shall indemnify Lectra for any and all loss or damages arising out of or in connection with the violation by any Authorized User of the restrictions on use of the Software or the obligations of confidentiality contained in this Agreement.
2. **Type of license.** The license granted by this Agreement with respect to any individual Software product (other than Incorporated Software or Focus Quantum software suite) shall be either a "Fixed License" or a "Named User License." The license type is specified in Exhibit A (or in Purchase Order(s) with respect to Additional Purchases of Software licenses). **(a)** To the extent the Education Partner is granted a "Fixed License," the Software is licensed for use, and shall be installed and operated, on a single computer or workstation, which shall be identified with a FLEXid USB dongle or a software key. It is understood and agreed that such license does not allow the Software to run on a server multi-user system (such as Windows Terminal Server or Citrix Metaframe). **(b)** To the extent the Education Partner is granted a Named-User License, the Software shall be installed on a license server and is licensed for use on any computer or work station connected to the license server by all specified Authorized Users simultaneously provided (i) the user's name (Windows login name) is on the list of allowed users on the license server; (ii) the number of names in the specified user list does not exceed the number of license seats purchased, and (iii) only such specified named users use the Software. In such case, the license is granted in conjunction, and may only be used, with a license server.
3. **Restrictions.** The license granted in paragraph 1 of this Exhibit B is exclusive of all other rights, and Lectra hereby reserves all rights not expressly granted in said paragraph 1. Without in any way limiting the foregoing, the Education Partner shall not, without the prior written consent of Lectra, except as set forth in paragraph 1 above, (a) make any permanent or temporary reproduction of the Software by any means or in any form; (b) translate, adapt, arrange, otherwise modify, or create derivative works based on the Software (including without limitation in order to correct any possible faults in the Software), or copy or reproduce any software which may result from such action; (c) distribute copies of the Software, whether for consideration or free of charge, by any method whatsoever (including without limitation through rental); (d) sublicense, assign, pledge, or lend the Software, whether for consideration or free of charge; (e) use the Software to provide services in the nature of a service bureau, or in connection with providing facilities management or time-sharing, or (f) permit display, access or use of the Software by anyone other than an Authorized User, or otherwise allow access to or disclose the Software to third parties.
4. **No Reverse Engineering or Removal of Notices.** The Education Partner shall not decompile, reverse engineer, disassemble, modify, translate, decipher or otherwise determine the source code of the Software or any part thereof. Should the Education Partner wish to obtain information to facilitate the interoperability of Software with other software, it shall ask Lectra whether the desired information is available. The Education Partner may not alter, obscure, remove or separate any propriety notices or labels from the Software.
5. **Selection and Usage.** The Education Partner is responsible for verifying the adequacy and suitability of the Software for its purposes. The Education Partner acknowledges and agrees that use of the Software requires careful monitoring on its part and accordingly, it is the Education Partner's responsibility to appoint competent staff, who are fully informed of the conditions and limitations on the use of the Software, to oversee its use.
6. **Backup.** The Education Partner acknowledges and agrees that electronic data and files may be damaged or lost for a variety of reasons. The Education Partner is solely responsible for storing and backing up its data and files, especially before installing the Software. In the absence of such measures, the Education Partner risks irretrievably losing such files and data. Under no circumstances shall Lectra be liable for any damage to or loss of files or data resulting from a failure of the Software of any kind whatsoever.
7. **Delivery.** The Software shall be delivered to the Education Partner either on a storage medium or by electronic download from the Lectra website. Lectra reserves the right to deliver the Software by any other means convenient to it.



8. Installation. Unless otherwise expressly agreed to by the Parties in writing, the Education Partner is responsible for the installation of the Software (that is, the process of physically loading the Software onto the designated system hardware configuration), as well as the implementation of the Software (consisting of startup, loading of databases and initialization), in accordance with Lectra's installation standards. The Education Partner may, upon request to Lectra and in accordance with procedures determined by Lectra, receive from Lectra installation assistance at Lectra's then-current standard pricing. Unless stated expressly to the contrary in any valid and enforceable document duly signed by Lectra, the Education Partner shall have up to eight (8) business days from the date of delivery of the Software to complete installation of such Software. In the absence of a claim by the Education Partner at the end of that eight (8) day period, the Software shall be irrefutably deemed to have been installed and accepted by the Education Partner. If not sooner accepted, commencement of productive use of the Software by the Education Partner, including without limitation setting up and configuring the Software, shall be irrefutably deemed to constitute acceptance of said Software by the Education Partner.

9. Limited Warranty. Lectra warrants to the Education Partner that the Software shall operate substantially in accordance with its related documentation for three (3) months from the date of delivery of such Software. The foregoing warranty shall not apply to the extent that the Software fails to operate substantially in accordance with such documentation due to (a) failure to adhere to the designated system hardware configuration or to comply with Lectra's installation standards; (b) an expansion or modification of the system hardware configuration on which the Software is installed; (c) unsuitable or unauthorized use of the Software; (d) use of the Software in violation of the Agreement; or (e) modifications, alterations, maintenance or repairs to the Software which are not performed by Lectra or its approved service providers. If the Software incorporates third party proprietary modules, the Education Partner shall receive, in lieu of any other warranty herein, the warranty for said modules given to Lectra by the suppliers of those modules. The sole remedy for any breach of this Software warranty shall be for Lectra to repair or replace the Software.

EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH 9, (I) THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND; AND (II) LECTRA DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LECTRA DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Transfers; Export Controls. The Education Partner shall give Lectra prior written notice of its intention to transfer the Software onto a system hardware configuration other than that specified in Schedule A (or in Purchase Orders for those Software licenses acquired through Additional Purchases). Lectra will inform the Education Partner in writing of any requirements or limitations for such transfer. The Education Partner shall give Lectra eight (8) days' prior written notice of its intention to move the system hardware configuration on which the Software is installed to a location other than that specified in Schedule A (or Purchase Order). The Education Partner shall not export, re-export or allow the re-exportation of the Software without the prior written consent of Lectra, and in any event, any export or re-export shall be subject to compliance with relevant export laws and regulations. In the event the Education Partner envisages selling or disposing of the system hardware on which the Software is installed, the Education Partner undertakes prior to relinquishing this system hardware to deinstall and permanently erase the Software from the said system hardware.

11. Intellectual and/or industrial property rights. Reservation of rights: The Software, and the intellectual property contained therein and associated therewith (the "**Lectra Property**") are proprietary to Lectra S.A. (Lectra's Parent Company). As between the parties, all rights, title and interest in and to the Lectra Property, including without limitation all copyrights (and all rights comprising said copyrights), patents, trademarks and trade secrets, shall remain at all times exclusively with Lectra, and except for those limited rights expressly granted in paragraph 1, no rights, license, title, interest or ownership in or to all or any part of the Lectra Property is granted to the Education Partner. The Education Partner is aware and acknowledges that Lectra S.A. is the author of, or has otherwise secured proprietary rights in or to, the Software. The Education Partner shall not infringe or misappropriate any of Lectra S.A.'s rights (or the rights of any other copyright owner), including without limitation Lectra S.A.'s moral and patrimonial rights, in the Software. The Education Partner shall take all appropriate measures to ensure that its staff or any third party likely to come into contact with the Software shall not make any unauthorized copies of the Software. The Education Partner shall ensure that it has a valid license to use each copy of the Software in its possession and shall take all necessary measures to avoid any unlawful or unauthorized use of the Software. Where the Software bears a distinctive trademark, logo or sign, such trademark, logo or sign shall remain the exclusive property of Lectra (or its respective owner) and the Education Partner shall not use or reproduce said trademarks, logos or signs without Lectra's prior written consent. Data Libraries: The Education Partner is hereby informed that some Software may contain industry standard data libraries which can be used by the Education Partner for production purposes. These libraries include colors, seams and stitches, care symbols, 3D avatars, etc. Before using them, the Education Partner shall (i) check for what use these libraries are designed, as said use is featured in the release note, the Software, or the product documentation, and (ii) comply with any usage instructions. Lectra disclaims any and all liabilities for any loss or damage the Education Partner may suffer as a result of any inadequate usage, or non-compliance with the usage instructions referred to above. The Education Partner hereby agrees to indemnify and hold harmless Lectra from and against any harmful consequences which may result from Education Partner's inadequate usage, or non-compliance. Moreover, should the Education Partner be required to register with any third party publisher of said libraries, or organizations, and to pay any fee for the right to use any data library, the Education Partner shall take charge of, and shall be solely responsible for, the completion of, these formalities and payment of such fees. Product data: The Education Partner is further hereby informed that some Software contain product examples (such as sketches, patterns, 3D simulations, etc.). These data are supplied for illustrative purposes only, and cannot be used "as is" for production purposes. Before using them, the Education Partner must (i) check for what use these product data are designed, as said use is featured in the release note, the Software, or the product documentation, and (ii) comply with any usage instructions. Lectra disclaims any and all liabilities for any loss or damage the Education Partner may suffer as a result of any inadequate usage, or non-compliance with the usage instructions referred to above. The Education Partner



hereby agrees to indemnify and hold harmless Lectra from and against any harmful consequences which may result from Education Partner's inadequate usage, or non-compliance.

12. Term. The right to use the Software commences on the date of delivery of the Software and continue for the entire term of the legal copyright protection (except where otherwise expressly agreed in writing by the parties)), with the exception, however, of licenses intended for universities or educational institutions ("**Educational Licenses**") which shall have a term of two (2) years that will automatically renew for additional two year terms at the end of each Subscription Term, unless earlier terminated in accordance with the Agreement or this Exhibit B. The right to use the Software is conditioned upon the Education Partner's continued compliance with the provisions of the Agreement and will terminate automatically, by operation of law, and without formalities, if Education Partner fails to comply with any material term or condition of this Agreement.



EXHIBIT C

STANDARD TERMS AND CONDITIONS APPLICABLE TO LECTRA SAAS SUBSCRIPTIONS

1. Grant of License

Subject to the terms and conditions of this Agreement (including, but not limited to, those in any Exhibits or Schedules hereto), and on condition of payment of the required license fee referred to in Exhibit A, during the Subscription Term, Lectra hereby grants to Education Partner a personal, non-exclusive, non-transferable, non-sublicenseable, limited license to access and use the Lectra SaaS Service as permitted by this Exhibit C and the Agreement, solely for Education Partner's own internal use and benefit (the "License"). The License may be subject to certain scope limitations, including limits on the number of Authorized Users, if and to the extent set forth herein or in the applicable Exhibit A. Any materials, documentation, specifications, technical manuals, user manuals, flow diagrams, file descriptions and other written information relating to the Lectra SaaS Service that is provided by Lectra to Education Partner (whether in hard copy or electronically through the Lectra SaaS Service) may be used solely pursuant to the License.

2. Type of License.

If the license to access the Lectra SaaS Service is described as "Named User" in Exhibit A, then Education Partner may assign the access credentials for such license to access the Lectra SaaS Service to only one Authorized User (as hereafter defined), and such access credentials are to be used only by that Authorized User (being an individual and not a group or associated with a generic login) to whom they are assigned, and may not be shared with other individuals. If Education Partner's license to access the Lectra SaaS Service is described as "multi-user" in Exhibit A to the Agreement, then Education Partner will be assigned a network license and provided with access credentials which may be used by one or more Authorized Users concurrently, provided that the number of concurrent Permitted Users may not exceed the maximum number of Authorized Users specified in the applicable Purchase Agreement. **"Authorized Users"** mean (i) the employees of the Education Partner, and (ii) consultants, agents and contractors who are working on the Education Partner's premises, provided that any such consultant, agent or contractor is not a competitor of Lectra, and has agreed in writing to restrictions on the use of the Software and obligations of confidentiality no less stringent than those set forth in this Agreement up to the number of users who are authorized to use the Lectra SaaS Service under Exhibit A. The Education Partner shall indemnify Lectra for any and all loss or damages arising out of or in connection with the violation by any Authorized User of the restrictions on use of the Lectra SaaS Service or the obligations of confidentiality contained in this Agreement.

3. **Restrictions.** Education Partner and its Representatives shall not use the Lectra SaaS Service except as expressly permitted under the Agreement, including Exhibit A and this Exhibit C, and any Acceptable Use Policies posted on the particular Lectra online portal associated with the Lectra SaaS Service (the "Portal"), and all rights not expressly granted to Education Partner hereunder are reserved to Lectra. No part of the Lectra SaaS Service may be copied, framed, mirrored, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording or other means. Education Partner covenants and agrees (without any limit on its liability) that, without the express written consent of Lectra, neither it nor any of its employees, consultants or end users will attempt (or assist any others to attempt) to (i) obtain, in any manner, the source code of the Lectra SaaS Service; or (ii) (except to the limited extent applicable laws specifically prohibit such restriction) adapt, translate, decompile, reverse engineer, reprint, transcribe, extract, reproduce, modify, alter, disassemble, create derivative works based on, or otherwise copy the Lectra SaaS Service or documentation or any part thereof.

4. **Acceptable Use Policies.** Education Partner acknowledges that its access to the software, systems and equipment used to deliver the Lectra SaaS Service (collectively, the "Lectra Platforms") shall be subject to the Acceptable Use Policies ("AUP") available at lectra.com or posted on the Lectra Platforms, each of which may be amended from time to time by Lectra, provided that such amendments shall be commercially reasonable based on technical, regulatory and other product-related considerations. Education Partner shall be responsible to Lectra for the compliance of each of its employees, agents or affiliates who access the Lectra Platforms (each, a "Representative") with the AUP.

5. Provision of the Lectra SaaS Service

(a) **Lectra SaaS Service.** The Lectra SaaS Service is provided as a service, and Education Partner has no right to receive or use, and Lectra will not deliver to Education Partner, any media or copies of any software as part of the Lectra SaaS Service. Lectra shall at all times retain control over the content, functionality and components of its Lectra SaaS Service and may from time to time, in its discretion, modify the content, functionality or components of a Lectra SaaS Service, including to supplement, upgrade or eliminate certain functionality or components. The Lectra SaaS Services are hosted on a server owned or controlled by Lectra, and may be accessed remotely by Education Partner via an Internet connection, using the Portal or other means that may be specified by Lectra. Lectra is making available to Education Partner the Lectra SaaS Service and the features that are generally made available to Lectra's customers. No special features, customizations, or customer-specific implementations are made



available to Education Partner except as mutually agreed by the Parties and set forth writing signed by the Parties (including any fees associated therewith).

(b) Suspension of Access to Lectra SaaS Service. Lectra has the right to take appropriate action to address risks to the Lectra Platforms or content of any customer. Without limiting the foregoing, in the event of a severe or imminent threat to the Lectra Platforms or content of any customer, Lectra may immediately suspend Education Partner's right to access or use any portion or all of the Lectra SaaS Service if: (i) Lectra reasonably believes that the Lectra SaaS Service is being used in violation of this Exhibit C or the Agreement or applicable law; (ii) in the determination of Lectra, Education Partner's use of the Lectra SaaS Service interferes with the normal operations of the Lectra Platforms or other customers, or creates any threat to the security of the Lectra Platforms, the Lectra SaaS Services or the content of any other customer; (iii) Lectra becomes aware of what it, in its sole discretion, deems a credible claim that the Lectra SaaS Service infringes upon the intellectual property rights of a third-party; or (iv) required to do so by law. In each case, Lectra will give Education Partner advance notice of pending suspension under this section of at least twelve (12) hours, unless Lectra determines, in Lectra's reasonable commercial judgment, that a suspension on no or shorter notice is necessary to protect Lectra, its customers, or others. Lectra will not be liable for any claims or damages of any kind arising out of a suspension of the Lectra SaaS Service under this section. Lectra may maintain a suspension of the Lectra SaaS Service for as long as reasonably necessary to address severe, imminent risks to the Lectra Platforms or Education Partner Data. Lectra will not irretrievably erase Education Partner Data in the event of a suspension of Lectra SaaS Services. Lectra's right to suspend the Lectra SaaS Service is in addition to Lectra's right to terminate this Exhibit C or the Agreement.

(c) Service Levels. Service levels (including uptime, scheduled outages, performance, notifications, issue resolution, internal support escalation, storage, virus protection, digital asset durability, backups, etc.), are set forth in the applicable service level agreement ("SLA") incorporated by reference hereto.

(d) Interruptions. Lectra does not represent or warrant that the Lectra SaaS Service will be uninterrupted, error-free, or completely secure. Education Partner acknowledges that Lectra relies on third-party systems, equipment and networks for communications and connectivity, and that there are risks inherent in Internet connectivity that could result in interruptions in the Lectra SaaS Service, loss or corruption of data, loss of Education Partner's privacy and property, and/or disclosure of Education Partner Confidential Information.

(e) Internet Risks; Infrastructure. Education Partner acknowledges that there are risks inherent in maintaining the Education Partner Data in a remote server and software network ("cloud-based") environment, including without limitation the risk of hacking or other unauthorized third-party access to the Education Partner Data, and Lectra is not responsible to Education Partner for any unauthorized access to Education Partner Data or the unauthorized use of the Lectra SaaS Service. Education Partner acknowledges that, in order to provide the Lectra SaaS Service, Lectra will use networking and communication infrastructure and services that are not under Lectra's control (collectively, "Infrastructure"). Lectra's ability to provide the Lectra SaaS Service will depend on the provision and availability of such Infrastructure, and Lectra is not responsible to Education Partner under this Exhibit C or the Agreement for any failure by Lectra that is directly or indirectly caused by the unavailability or performance of such Infrastructure.

(f) Education Partner Data. During the Subscription Term, Lectra will host the Education Partner data submitted by Education Partner to the Lectra SaaS Service ("Education Partner Data") as necessary for Education Partner to access and use the Lectra SaaS Service. Education Partner is solely responsible for the accuracy, quality and integrity of the Education Partner Data that it or its Permitted Users input into the Lectra SaaS Service.

Unless otherwise specified in the applicable Exhibit A, following expiration or termination of the Agreement, by issuance of a notice to Lectra within ninety (90) days of the date of such expiration or termination, Education Partner may elect one of the following:

(i) Education Partner may request that Lectra make Education Partner Data (if any) available via export. Lectra will make such export at no additional charge, and will provide images in the file format(s) associated with the applicable supported image type(s) referenced in the SLA, and all other Education Partner Data in CSV file format.

(ii) Alternatively, Education Partner may elect to enter into a professional services agreement and SOW to engage Lectra at the then-applicable hourly rates to export the Education Partner Data into other file formats.

In no event will Lectra have any obligation to store or deliver the Education Partner Data in any manner other than as specified above, or to maintain the Education Partner Data on the Lectra Platform for more than one hundred eighty (180) days after the date of such expiration or termination. Following such one hundred eighty (180) day period, or earlier if requested by Education Partner in writing, Lectra may delete any and all Education Partner Data from the Lectra Platform.

(g) Support Services. Lectra will provide standard support services for the Lectra SaaS Services in accordance with Lectra's standard Service Level Agreement for the applicable Lectra SaaS Services. Contact information and support hours will be posted on the Lectra Portal, and may be modified by Lectra from time to time.

(h) Discontinuance of Lectra SaaS Service. Lectra may at any time discontinue a particular Lectra SaaS Service (or version thereof) and terminate the Agreement as it relates to the Lectra SaaS Service if it has generally ceased to provide such Lectra



SaaS Service to customers. In such event, Lectra shall use commercially reasonable efforts to provide to Education Partner at least sixty (60) days' prior written notice.

6. Education Partner Obligations

(a) Security and Compliance with Applicable Laws. Education Partner will use reasonable security precautions in light of Education Partner's use of the Lectra SaaS Service, including preventing unauthorized access to the Lectra SaaS Service and taking all commercially reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code (defined below) into the Lectra Platforms. Lectra may immediately suspend Education Partner's access to the Lectra Platforms if Lectra detects Malicious Code or reasonably suspects that Malicious Code was introduced or permitted to be introduced by Education Partner or through Education Partner's account. "Malicious Code" means: (i) any code, program, or sub-program, the knowing or intended purpose or effect of which is to damage or maliciously interfere with the operation of a computer system containing the code, program or sub-program, or to halt, disable, or interfere with the operation of the software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent without authorization the normal security of any software or Lectra Platforms containing the code. Education Partner agrees that its use of the Lectra SaaS Service will be in compliance with any and all laws, rules, regulations, statutes, codes, ordinances, orders, or guidelines of any governmental entity the laws of which are applicable to Education Partner. Education Partner will not resell any part of the Lectra SaaS Service.

(b) Education Partner's Account. Education Partner shall only permit authorized Representatives (also referred to as "Authorized Users") to access the Lectra Platforms, and shall ensure that such Representatives comply with the Agreement and this Exhibit C. Without limiting the foregoing, Education Partner is responsible for the use of the Lectra SaaS Service by any person or entity to whom Education Partner has given access to the Lectra Platforms, or any person who gains access to Education Partner Data or the Lectra SaaS Service as a result of Education Partner's failure to use reasonable security precautions, even if that use was not authorized by Education Partner. Education Partner shall be responsible to maintain the confidentiality and appropriately limit use of all login IDs, passwords and other credentials issued to Education Partner or its Representatives ("Education Partner Credentials"), and shall be responsible for all uses of the Lectra Platforms and the Lectra SaaS Service by any person using such Education Partner Credentials. Education Partner will ensure that all of its account information and each Permitted User's account information, as applicable, is, and continues to be, true and complete. Education Partner may need to register or otherwise enter Education Partner Credentials to activate, access or use (or to continue accessing or using) the Lectra SaaS Service. All Education Partner Credentials issued in connection with Exhibit A and the Agreement are solely for Education Partner's internal business use in accordance with the Agreement. Education Partner is solely responsible for any use or misuse of its Access Credentials. Education Partner must ensure that all such Education Partner Credentials are kept confidential, and Education Partner must immediately notify Lectra of any actual or suspected security breach or unauthorized use of its Education Partner Credentials, the Lectra Platform or the Lectra SaaS Service account. Without limiting the foregoing: (a) Education Partner acknowledges and agrees that all Permitted Users with Education Partner Credentials issued hereunder will have the authority to act in Education Partner's name and on Education Partner's behalf in connection with the Lectra Platform and applicable Lectra SaaS Service; and (b) Education Partner hereby authorizes any transactions and other acts initiated using the Education Partner Credentials. Education Partner will use reasonable efforts to secure any computing environment containing copies of the applicable Lectra SaaS Service and any Education Partner Data contained therein in accordance with best practices in the industry, and will promptly notify Lectra of and remedy any security breach affecting such Lectra SaaS Services and/or Education Partner Data of which Education Partner becomes aware.

(c) No right is granted to access or use any software comprised in the Lectra SaaS Service or Lectra Platforms except as expressly permitted under this Exhibit C or the Agreement, and all rights in the Lectra Platforms, the Equipment and the software and data therein, and any other intellectual property right of Lectra, are reserved to Lectra.

(d) Education Partner Environment. Education Partner entitled to receive the Lectra SaaS Service under the Agreement will provide and maintain all equipment, software and network connectivity needed to access the Internet and the Lectra SaaS Services, as well as ensure adequate security over customer connected hardware and applications ("Education Partner Environment"). That Education Partner Environment will meet any minimum standards set forth in this Exhibit C. It is anticipated that technology generally, and the Lectra SaaS Service specifically, will evolve over time, and Education Partner understands that the requirements for such equipment or software may also change from time to time. Education Partner is responsible for all connection and line charges, including long distance and data plans. For the avoidance of doubt, it is understood that telecommunications systems and connectivity by Education Partner to the Internet, and otherwise on Education Partner's side of the Internet, are complex and outside of Lectra's control and responsibility, and therefore Lectra's obligation to make the Lectra SaaS Service accessible shall be limited to providing an operational system that is accessible via a computer remote from the server via the Internet, and shall be deemed satisfied if such a computer is able to access the Lectra SaaS Services with the passwords and/or authorizations provided to Education Partner, regardless of whether Education Partner experiences connection difficulties. Lectra will notify Education Partner of the URL or other online method for accessing the Portal and the Lectra SaaS Service, including any required browser versions. Education Partner is responsible for, and shall provide and install its own browser software, hardware, telecommunications, and computing environment as necessary or designated by Lectra from time to time for accessing the Lectra SaaS Service. Education Partner will make accessible to Lectra, and hereby grants to Lectra authorization to, access and use the Education Partner Environment as necessary to provide the Lectra SaaS Services hereunder.

(e) Backups. Unless otherwise specified in an applicable Agreement or Exhibit to the Agreement, Education Partner agrees to make its own backups of all Education Partner Data.



7. Ownership of Intellectual Property

(a) Each Party retains all right, title, and interest in its respective trade secrets, inventions, copyrights and other intellectual property. Education Partner acknowledges that, as between the Parties, Lectra is the exclusive owner of all intellectual property and other rights in the Lectra SaaS Service, the software underlying the Lectra SaaS Service, the Lectra Platforms (including all software, data (other than Education Partner Data) and services provided thereon), and the Equipment (collectively, the "Lectra Property"), and Education Partner does not acquire any ownership interest in any Lectra Property as part of the rendition of Lectra SaaS Service or Equipment or related services. Education Partner acquires no implied license to copy or reconstruct any portion of the Lectra Property. If Education Partner provides any feedback or suggests any changes or modifications to the Lectra SaaS Service, the software underlying the Lectra SaaS Service or Equipment ("Feedback"), Lectra will own all right, title, and interest in, and shall have all rights to use, such Feedback. Education Partner hereby irrevocably assigns to Lectra all right, title, and interest in and to the Feedback and agrees to provide Lectra any assistance Lectra may require to document, perfect, and maintain Lectra's rights in the Feedback. Education Partner may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software or materials Lectra provides as part of the Lectra SaaS Service, the software underlying the Lectra SaaS Service or Equipment or any related services. Education Partner agrees that any derivative or transformed data derived by Lectra in whole or part from Education Partner Data (and/or from the customer content of other customers) that does not include Education Partner's personally identifiable information ("Processed Data") shall be the exclusive property of Lectra, and nothing herein shall limit Lectra's use or exploitation thereof.

(b) Education Partner acknowledges and understands that portions of the Lectra SaaS Service, software underlying the Lectra SaaS Service and Equipment may be licensed to Lectra by third parties, and may be subject to the terms and conditions imposed by such third parties, provided that Education Partner has received prior notice of such third party terms.

8. Limitation on Liability and Disclaimer of Damages

(a) EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OR THIS EXHIBIT C, LECTRA MAKES NO, AND HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE LECTRA SAAS SERVICE, THE SOFTWARE UNDERLYING THE LECTRA SAAS SERVICE, THE SERVICES OR THE LECTRA PLATFORMS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT OR THIS EXHIBIT C. ALL SERVICES ARE PERFORMED AND ALL SOFTWARE UNDERLYING THE LECTRA SAAS SERVICE IS PROVIDED ON AN "AS-IS, AS-AVAILABLE" BASIS.

(b) LECTRA DISCLAIMS ALL AND ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT TO THE FULLEST EXTENT.

9. Term. The right to use the Lectra SaaS Service commences on the date of delivery of the credentials by Lectra to the Education Partner and continues for a term of two (2) years, that will automatically renew for additional two year terms at the end of each Subscription Term, unless earlier terminated in accordance with the Agreement or this Exhibit C. The right to use the Lectra SaaS Service is conditioned upon the Education Partner's continued compliance with the provisions of the Agreement and will terminate automatically, by operation of law, and without formalities, if Education Partner fails to comply with any material term or condition of the Agreement.