

ARTICULATE TERMS OF SERVICE

Last Updated January 15, 2026

This Terms of Service ("Agreement") is entered into between Articulate Global, LLC, a Delaware limited liability company ("Articulate," "we," "us," or "our"), and the customer accepting this Agreement ("Customer" or "you"). By accessing or using the Services, you agree to be bound by this Agreement.

If Customer is purchasing through a Reseller, this Agreement supplements the agreement between Customer and Reseller governing the purchase of subscriptions to the Articulate Services

1. Definition

- 1.1 "Acceptable Use Policy"** means the terms that govern Customer's and Users use of the Services located at <https://www.articulate.com/360/acceptable-use-policy/> and incorporated to this Agreement by reference.
- 1.2 "Account Information"** means information about your account, including information you and your Users provide in connection with account creation or administration, or that we collect in connection with your use of the Services. Account Information includes names, usernames, passwords, email addresses, workspace metadata, support communications, billing information, and usage information associated with your account.
- 1.3 "Add-on Feature"** means features or services purchased separately that provide extra functionality or usage rights. Add-ons are subscription-based and when purchased in an Order Form are incorporated into the corresponding Subscription Term.
- 1.4 "Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the voting interests of such entity.
- 1.5 "AI Features"** means the artificial intelligence-powered technology features and functionalities provided by Articulate within the Services, including features that generate text, images, audio, video, or other content based on user prompts and inputs.
- 1.6 "Articulate Content"** means content created by Articulate and made available through the Services, including videos, character images, illustrations, templates, interactions, and other prebuilt content.
- 1.7 "Beta Services"** means the terms set forth at <https://www.articulate.com/360/beta-trial-terms/> that govern your access to certain Articulate experimental features, products, or services not yet generally available, as well as any free trials.
- 1.8 "Customer Content"** means any data, content, materials, or information that Customer or its Users upload, create, or submit to the Services, including any Output generated using AI Features. Account Information is not Customer Content.
- 1.9 "Documentation"** means Articulate's user guides and tutorials available at <https://community.articulate.com/articles/tutorials-and-documentation>, as updated from time to time.
- 1.10 "End Product"** means e-learning courses, training materials, and other content created by Customer using the Services.
- 1.11 "Feedback"** means any suggestions, comments, ideas, or feedback that Customer provides to Articulate concerning Articulate Services.

- 1.12 "Input"** means prompts, instructions, data, or other content that Customer or its Users provide to AI Features.
- 1.13 "Intellectual Property Right"** means all patent rights, copyrights, trademark and service mark rights, trade secret rights, or other rights of a similar nature.
- 1.14 "Order Form"** means any ordering document agreed to between the parties that specifies the Services purchased by Customer and the applicable pricing and Subscription Term.
- 1.15 "Output"** means content generated and returned by AI Features based on Input, including text, images, audio, video, or other materials.
- 1.16 "Reseller"** means a third party authorized by Articulate to resell Articulate Services.
- 1.17 "Services"** means Articulate's platform and services including all authoring applications, collaboration tools, AI Features, Articulate Content, Documentation, and any Add-on Feature functionality, updates or upgrades made generally available to customers.
- 1.18 "Subscription Fees"** means all fees associated with Customer's subscription to the Services.
- 1.19 "Subscription Term"** means the duration Customer agreed to subscribe to the Services as specified in the applicable Order Form or with respect to free trials, the evaluation period set by Articulate.
- 1.20 "Users"** means individuals authorized by Customer to access and use the Services, including employees, contractors, and other personnel.

2. Access to Services and License Grant

- 2.1 License Grant.** Subject to Customer's payment of all Subscription Fees and compliance with this Agreement, Articulate grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Services in accordance with the Documentation and solely for Customer's internal business operations. Customer may allow its Users to use the Services for this purpose, and Customer is responsible for its Users' compliance with this Agreement and the incorporated Acceptable Use Policy.
- 2.2 Service Availability, Updates & Modifications.** Articulate will use commercially reasonable efforts to make the Services available in accordance with our Support Policy available at <https://articulate.com/support/360/policy>. The Services may automatically download and install updates from time to time. These updates may include bug fixes, new features, or new versions. Customer agrees to receive such updates as part of its use of the Services. We will let you know about any material changes that reduce the overall functionality of the Services.
- 2.3 Account Registration and Security.** Customer is responsible for providing accurate and complete information when registering an account and maintaining the accuracy of such information, including billing information. Customer is responsible for maintaining control over its account, including the confidentiality of login credentials, and is responsible for all activities that occur through Customer's account and its Users' accounts. Each User must use a unique identity to access the Services and may not share account credentials with others.
- 2.4 Device Limitations and Account Sharing Prohibition.** A User may activate the Services on up to two desktop devices and up to two mobile devices at a time (maximum four total activations), provided these activations are associated with the same account credentials. The Services cannot be used simultaneously on these devices. Customer will not and will not permit Users to share User account credentials or use another person's account.
- 2.5 Multi-user Subscriptions:** For multi-user subscriptions, Customer's administrator may assign authoring licenses

to Users in accordance with the Documentation. If a User no longer requires access, Customer's administrator may reassign that license to a new User, provided that (a) the maximum number of purchased licenses is not exceeded; (b) transfers support employee turnover or role changes; and (c) total User transfers in a 12-month period do not exceed two times the number of purchased Users.

2.6 Acceptable Use and Use Restrictions. Articulate's [Acceptable Use Policy](#) is incorporated by reference. Articulate may update the Acceptable Use Policy from time to time, and Customer's and its Users continued use of the Services following notice of such updates constitutes acceptance. Violation of the Acceptable Use Policy constitutes a material breach of this Agreement. Customer will not, and will not permit Users or third parties to:

- (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying structure of the Services, except to the extent such restriction is prohibited by applicable law;
- (b) modify, translate, or create derivative works based on the Services, except as expressly permitted in this Agreement;
- (c) copy, distribute, sell, resell, rent, lease, sublicense, or otherwise commercially exploit the Services outside the scope of this Agreement;
- (d) use the Services to build a competitive product or service or copy its features or user interface;
- (e) circumvent or disable any security or technological features of the Services;
- (f) access the Services by any means other than the interface Articulate provides.

2.7 Articulate Content. Customer may use Articulate Content to develop End Products, including embedding Articulate Content into End Products and distributing Articulate Content as integrated within End Products. Customer may not use or distribute Articulate Content on a standalone basis outside of an End Product. Customer does not acquire ownership rights in Articulate Content.

2.8 Review 360. Individuals whom Customer selects to provide review and comment functions within the Review 360 feature need not be Articulate subscribers; however, each reviewer must provide their email address or sign in with Articulate account credentials. Customer is responsible for reviewers' activities in connection with this Agreement and the Acceptable Use Policy.

2.9 Academic Version. If Articulate designates the Services as an Academic Version, Customer may only use the Academic Version if Customer meets Articulate's eligibility requirements. Articulate or its authorized resellers will determine eligibility and may verify eligibility prior to each renewal.

2.10 Third-Party Open-Source Components. The Services include third-party open-source software components subject to separate license terms. Such components are provided "AS IS" without warranty of any kind. Customer agrees to comply with all applicable open-source license terms. A list of open source components and their applicable licenses is available upon request. Articulate's indemnification obligations under this Agreement do not extend to claims arising from third-party open source components.

2.11 Responsibility for Systems. Each party is responsible for its own information technology infrastructure, including computers, servers, software, databases, and networks, whether operated directly or through third-party services.

3. Customer Content and Intellectual Property Rights

3.1 Customer Ownership. Customer retains all right, title, and interest in and to Customer Content, including all intellectual property rights therein. Articulate does not claim any ownership rights in Customer Content.

- 3.2 License to Articulate.** Customer grants Articulate a limited, non-exclusive, worldwide, royalty-free license to use, reproduce, store, and display Customer Content solely to the extent necessary to (a) provide and operate the Services; (b) maintain and improve the Services; (c) respond to Customer support requests; and (d) detect, prevent, or address fraud, security, technical issues, or violations of this Agreement. This license is sublicensable only to Articulate's third-party service providers who assist in providing the Services and who are bound by confidentiality obligations.
- 3.3 Feedback.** Customer may voluntarily provide Articulate Feedback. If Customer provides Feedback, Customer grants Articulate a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully sublicensable, and transferable license to use, reproduce, modify, distribute, and otherwise use the Feedback for any purpose without compensation or attribution to Customer.
- 3.4 Usage Data.** Articulate may collect and analyze data relating to Customer's use and performance of the Services, including technical logs, metadata, and usage statistics ("Usage Data"). Articulate may use Usage Data to maintain, improve, and enhance Articulate's Services.
- 3.5 Articulate Ownership.** As between the parties, Articulate and its licensors retain all right, title, and interest, including intellectual property rights in and to the Services, Articulate Content, Documentation. Except for the limited rights expressly granted in this Agreement, no other rights are granted to Customer, whether by implication, estoppel, or otherwise.
- 3.6 Data Retention and Retrieval.** Customer may download Customer Content from the Services at any time during the Subscription Term. Customer is responsible for maintaining its own backups of Customer Content. Articulate has no obligation or liability for any loss, alteration, or corruption of Customer Content.

4. AI Features and Terms

- 4.1 AI Features.** The Services include AI Features that allow Customer to generate text, images, audio, video, and other content based on user Input. AI Features are optional and Customer may choose whether to use them. Customer may enable or disable AI Features at the account or User level through administrative controls provided within the Services.
- 4.2 Input and Output.** Customer may provide Input to AI Features and receive content generated and returned by AI Features based on that Input ("Output"). Input and Output, excluding Articulate Content, are Customer Content. As between the parties, Customer owns all right, title, and interest in Input and Output.
- 4.3 Use of Customer Content for AI Training.** Articulate will not use Customer Content, including Input or Output, to train any AI or machine learning models. Articulate may use Feedback (such as rating Output) to improve Services, including AI Features.
- 4.4 Similar Output.** Due to the nature of machine learning technologies, Output may not be unique across users, and AI Features may generate the same or similar Output for other customers. Customer acknowledges that Articulate may provide similar Output to other customers.
- 4.5 Customer Responsibilities for AI Use.** Customer is solely responsible for evaluating Output for accuracy, completeness, and suitability for Customer's intended use case. Customer will review and verify all Output before using it in End Products or relying on it in business operations.
- 4.6 AI Disclaimers.** Articulate makes no representations or warranties regarding the accuracy, completeness, reliability, or suitability of Output. Output is provided "as is" and Customer uses AI Features and Output at its own risk. Output may contain factual inaccuracies, may not be unique, and may not account for events occurring after

the underlying AI model was trained. Customer should not rely on factual assertions in Output without independently verifying accuracy.

5. Subscription Fees and Payment

- 5.1 Subscription Fees.** Customer will pay all Subscription Fees specified in the applicable Order Form. Unless otherwise specified in an Order Form, Subscription Fees are due and payable in advance at the start of each Subscription Term. All fees are stated and payable in U.S. Dollars. If the Order Form includes a minimum or multi-year commitment, the minimum amount is non-cancellable except as required by law or explicitly permitted in the Agreement.
- 5.2 Payment Terms.** Unless Customer has been approved by Articulate to pay via invoice, all Subscription Fees must be paid via credit card that Customer registers with Articulate, and Customer will keep such payment information current. Articulate may participate in programs supported by Customer's card provider to update payment information, and Customer authorizes Articulate to continue billing with the updated information obtained. For invoice-based payments, payment is due within thirty (30) days from the invoice date. Overdue undisputed amounts are subject to interest at the lesser of 1.5% per month or the maximum rate permitted by law. If Customer fails to pay Subscription Fees when due, Articulate may: (a) suspend Customer's access to the Services until payment is received; (b) terminate this Agreement or the applicable Order Form; or (c) continue to provide the Services for a fifteen (15) day cure period while awaiting full and prompt payment by Customer. Suspension or termination for non-payment does not relieve Customer of its obligation to pay all fees owed.
- 5.3 Taxes.** Subscription Fees do not include taxes. Each party is responsible for taxes imposed on it by law in connection with this Agreement. Customer is responsible for all sales, use, value-added (VAT), goods and services (GST), consumption, excise, digital services, and other similar taxes or duties arising from the purchase of the Services, excluding taxes based on Articulate's net income. Articulate may charge and collect such applicable taxes on its invoices based on Customer's headquarters or service location, unless Customer provides a valid tax exemption certificate at the time of purchase. Both parties will cooperate in good faith to minimize taxes and obtain applicable exemptions or treaty benefits.
- 5.4 Renewal Fees.** Unless Customer provides at least thirty (30) days written notice before the end of the then-current Subscription Term of its intent to (a) reduce its Users or (b) reduce its scope of Add-on Features, Customer's subscription will automatically renew for the duration, number of Users, and scope of Add-on Features listed on the applicable Order Form. Articulate may change fees for renewal terms by providing Customer written notice at least forty-five (45) days before the end of the then-current Subscription Term. If Customer reduces its Users or Add-on Features, Articulate may adjust or remove any discounts previously offered.
- 5.5 Increasing Users and Scope.** Customer may increase Users and add scope with Add-on Features during a Subscription Term. Additional Users will be charged at Customer's then-current rates, prorated based on the number of days remaining in the Subscription Term. Upon renewal, Customer will be charged for the total number of Users and scope of Add-on Features in place at the time of renewal.
- 5.6 No Downgrades.** Customer may not remove Add-on Features or reduce the number of Users during any Subscription Term. For the avoidance of doubt, if Customer is on a multi-year Subscription Term and increases Users or Add-on Features at any point during the multi-year Subscription Term, then Customer must maintain the increased number of Users and any Add-on Features for the remainder of the multi-year Subscription Term except where prohibited by law.

5.7 No Refunds. Except as expressly provided in this Agreement, all Subscription Fees are non-refundable and non-cancelable. Customer will not receive credits or refunds for partial months or years of service, Users or Add-on Features not utilized during a Subscription Term, or downgrades or cancellations during a Subscription Term.

5.8 Regional Pricing Eligibility. Certain pricing may be offered based on Customer's principal place of business or headquarters location ("Headquarters") as determined by Articulate. Customer represents that the location provided at account registration accurately reflects Customer's Headquarters. Regional pricing is not available to Affiliates, subsidiaries, or operating units of entities Headquartered outside an eligible region. Articulate may verify eligibility and adjust pricing if Customer does not meet or no longer meets regional pricing criteria.

6. Warranties

6.1 Mutual Warranties. Each party represents and warrants to the other that: (a) it has the legal authority to enter into this Agreement and perform its obligations hereunder; (b) the execution and performance of this Agreement does not violate any other agreement to which it is a party; and (c) it will comply with all applicable laws in connection with its performance under this Agreement.

6.2 Articulate Warranties. Articulate warrants that during the Subscription Term: (a) the Services will perform substantially in accordance with the Documentation; and (b) Articulate will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Content and Account Information in accordance with industry standards.

6.3 Customer Warranties. Customer represents and warrants that: (a) Customer has all necessary rights, permissions, and consents to use and share Customer Content and to grant the licenses required under this Agreement; (b) Customer's use of the Services and Customer Content does not and will not infringe or violate any third-party intellectual property rights or other rights; and (c) Customer will use the Services in compliance with the Documentation and applicable law.

6.4 Warranty Remedy. If Articulate breaches the warranty in Section 6.2(a), Customer must notify Articulate in writing within thirty (30) days of discovering the breach. As Customer's sole remedy and Articulate's sole liability for breach of this warranty, Articulate will, at its option: (a) modify the Services to conform to the Documentation; or (b) terminate this Agreement and issue a pro-rata refund to Customer for any prepaid Subscription Fees for Services not provided.

6.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 6, ARTICULATE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ARTICULATE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. THE SERVICES ARE PROVIDED "AS IS" AND CUSTOMER USES THE SERVICES AT ITS OWN RISK.

7. Indemnification

7.1 By Articulate. Articulate will defend, indemnify, and hold Customer harmless from and against any liabilities, damages, and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or otherwise owed in any settlement (that has been approved by Articulate) payable due to a lawsuit or action brought by an unaffiliated third party against Customer to the extent arising from an allegation that the Services, as used in accordance with this Agreement, infringe any third party's Intellectual Property Right.

7.2 AI Output Indemnification by Articulate (Only Customers with 100 or More Paid Users). The indemnity in this Section 7.2 applies only to Customers with one hundred (100) or more paid Users. Articulate shall defend

Customer from and against any claim, demand, or action brought by a third party, and shall indemnify and hold Customer harmless from any damages and costs finally awarded by a court of competent jurisdiction or otherwise owed in a settlement (that has been approved by Articulate), to the extent caused by an allegation that Output generated by AI Features infringes any third party's patent, copyright, trademark, publicity rights, or privacy rights.

Articulate's indemnification obligations under this Section 7.2 will not apply, and Articulate will have no liability for any infringement claim to the extent the claim arises from: (a) Input that infringes a third party's patent, copyright, trademark, publicity rights, or privacy rights; (b) continued use of Output after Articulate's instruction to discontinue use of such Output; (c) use of AI Features in any manner to intentionally create infringing content; (d) combination of Output with Customer Content or modification of Output by Customer or a User, if the claim would not have arisen without such combination or modification; or (e) sale or distribution of the Output on a standalone basis to third-parties outside of Customer's organization.

7.3 Exclusions from Articulate's Indemnification. Articulate will have no obligation under Sections 7.1 or 7.2 to the extent a claim arises from:

- (a) Customer's failure to use updates or modifications to the Services that Articulate makes available and that would have avoided the alleged infringement;
- (b) Customer's use of the Services in combination with third-party products, services, or data not provided by Articulate, where the infringement would not have occurred without such combination;
- (c) Customer's or its Users' use of the Services in violation of this Agreement, Acceptable Use Policy, or the Documentation; or
- (d) any modification of the Services not made or authorized in writing by Articulate, where the alleged infringement would not have occurred in the absence of such modification.

7.4 Remedies for Infringement. If the Services are, or in Articulate's reasonable opinion are likely to be, subject to a claim of infringement, Articulate may, at its option and expense: (a) contest the claim; (b) procure the right for Customer to continue using the Services; (c) replace or modify the Services to make them non-infringing while maintaining substantially similar functionality; or (d) if options (a), (b), and (c) are not commercially reasonable, terminate the affected Services and provide Customer a pro-rata refund of prepaid Subscription Fees for the terminated Services covering the period from termination through the end of the Subscription Term.

7.5 By Customer. Customer will defend, indemnify, and hold Articulate harmless from and against any liabilities, damages, and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or otherwise owed in any settlement payable due to a lawsuit or action brought by a third party (including any User) against Articulate and its Affiliates to the extent arising from (i) use of the Services by Customer or any User in a manner that breaches the Acceptable Use Policy or this Agreement; or (ii) any allegation that Customer Content infringes any Intellectual Property Right of a third party.

7.6 Indemnification Process. If one party (the "Indemnitee") receives any notice of a claim or other allegation with respect to which the other party (the "Indemnitor") has an obligation of indemnity hereunder, the Indemnitee will, within fifteen (15) days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee shall not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will

fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitor may not settle any claim that admits liability or fault on behalf of Indemnitee or that imposes financial liability on Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor.

7.7 Sole Remedy. This Section 7 states each party's sole liability and the other party's exclusive remedy for any third-party intellectual property infringement claims.

8. Limitation of Liability

8.1 Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOSS OF DATA) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITIES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2.6 (ACCEPTABLE USE AND USE RESTRICTIONS); EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.2 General Liability Cap. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR BY STATUTE OR OTHERWISE) EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER TO ARTICULATE HEREUNDER DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITIES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2.6 (ACCEPTABLE USE AND USE RESTRICTIONS) OR; EITHER PARTY'S INDEMNIFICATION OBLIGATIONS (EXCLUDING THOSE INDEMNITIES SUBJECT TO THE AI OUTPUT LIABILITY CAP IN SECTION 8.3); OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.3 AI Output Liability Cap. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ARTICULATE'S LIABILITY UNDER SECTION 7.2 (AI OUTPUT INDEMNIFICATION BY ARTICULATE FOR CUSTOMERS WITH 100 OR MORE PAID USERS) EXCEED THE GREATER OF (I) THREE TIMES (3X) THE SUBSCRIPTION FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO CUSTOMER'S NOTICE GIVING RISE TO AN INDEMNITY OBLIGATION HEREUNDER OR (II) US \$1,000,000 (ONE MILLION DOLLARS).

8.4 Basis of the Bargain. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY ARTICULATE TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

9. Privacy and Data Protection

9.1 Information Security. Articulate will maintain industry-standard administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Content.

9.2 Data Processing Agreement. To the extent Customer Content includes Personal Data subject to applicable data protection laws, Articulate's Data Processing Agreement available at <https://www.articulate.com/360/terms/dpa/> is hereby incorporated by reference into this Agreement.

9.3 Account Information. Articulate will process Account Information that includes Personal Data in accordance with Articulate's Privacy Policy available at <https://www.articulate.com/trust/privacy/>.

10. Confidentiality

10.1 Definition. "Confidential Information" means all non-public information disclosed by a party ("Discloser") to the other party ("Recipient") under this Agreement, whether written, graphic, or oral, that a reasonable person should understand to be confidential due to the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that Recipient can document: (a) is or becomes publicly available through no fault of Recipient; (b) is rightfully given to Recipient by a third party without confidentiality obligations; (c) is independently developed by Recipient without use of or reference to Discloser's Confidential Information; or (d) is approved in writing by Discloser for release by Recipient. Articulate's Confidential Information includes non-public information regarding features, functionality, and performance of the Services, and Customer's Confidential Information includes Customer Content.

10.2 Obligations. The Recipient will use the Discloser's Confidential Information only to exercise its rights and fulfill its obligations under this Agreement. The Recipient will protect the confidentiality of the Discloser's Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. The Recipient will limit disclosure to its employees, contractors, Affiliates, agents, or professional advisors who have a need to know and who have agreed to be bound by confidentiality obligations at least as protective as those set forth in this Agreement. The Recipient will ensure that its representatives are subject to confidentiality obligations at least as protective as those set forth in this Agreement.

10.3 Required Disclosure. The Recipient may disclose Confidential Information to the extent required by applicable law or court order if the Recipient uses commercially reasonable efforts to: (a) promptly notify the Discloser of such disclosure requirement before disclosing; and (b) comply with the Discloser's reasonable requests regarding its efforts to oppose the disclosure or obtain a protective order, provided doing so is consistent with the legal requirement and does not obstruct a governmental investigation.

10.4 Injunctive Relief. The Recipient acknowledges that the use or disclosure of Confidential Information without the Discloser's express written permission may cause the Discloser irreparable harm. Any material breach or threatened material breach of this Section 10 by the Recipient will entitle the Discloser to seek injunctive relief and reasonable attorneys' fees, in addition to any other legal remedies available to it.

10.5 Duration. The obligations set forth in this Section 10 will survive for three (3) years following the termination or expiration of this Agreement.

11. Term and Termination

11.1 Term. The term of this Agreement commences on subscription start date in the initial Order Form and continues until all subscriptions granted in accordance with this Agreement expire or are terminated. The Subscription Term for each Service is as specified in the applicable Order Form.

- 11.2 Termination for Cause.** Either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, or comparable proceeding.
- 11.3 Termination for Convenience.** Customer may terminate this Agreement at any time for any reason upon written notice to Articulate. Customer will not be entitled to a refund of any prepaid fees, and any outstanding fees for the then-current Subscription Term will become immediately due and payable.
- 11.4 Effect of Termination.** Upon expiration or termination of this Agreement: (a) Customer's right to use the Services will immediately cease; and (b) Customer must pay all amounts accrued or due to Articulate. If Articulate terminates for Customer's material breach, Customer will pay any unpaid fees covering the remainder of the then-current Subscription Term. If Customer terminates for Articulate's material breach, Articulate will refund Customer any prepaid fees covering the remainder of the then-current Subscription Term after the effective date of termination. Articulate will delete Customer Content upon the earlier of (a) Customer's request for deletion, or (b) six (6) months after expiration or termination of the Subscription Term. Except where required by law, Customer Content is not made available for Customer to export following termination.

12. Governing Law and Dispute Resolution

- 12.1 Informal Resolution.** Before filing a claim, each party agrees to try to resolve the dispute by contacting the other party. If a dispute is not resolved within thirty (30) days of notice, either party may bring a formal proceeding.
- 12.2 Governing Law and Venue.** This Agreement will be governed by the laws of the State of New York without regard to conflicts of laws provisions, and without regard to the United Nations Convention on the International Sale of Goods. The exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in New York County, New York, and both parties submit to the personal jurisdiction of such courts.
- 12.3 Injunctive Relief.** Either party may seek injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights without first engaging in the informal resolution process.

13. General Provisions

- 13.1 Beta Terms.** Certain Articulate offerings, including free trials and experimental features are subject to special terms. If Customer elects to use such offerings, the [Beta Terms](#) apply.
- 13.2 Notices.** All legal notices required or permitted under this Agreement ("Notices") must be in writing. Notices to Articulate must be sent to legal@articulate.com with a copy to the contact in the Order Form. A copy must also be sent to 244 5th Avenue, Suite 2960, New York, NY 10001. Notices to Customer will be sent to the email address associated with Customer's account. Notice will be treated as given when sent by electronic mail.
- 13.3 Assignment.** Neither party may assign or transfer this Agreement without the other party's prior written consent, except that either party may assign this Agreement without consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.
- 13.4 Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for payment obligations) where the delay or failure results from any cause beyond its reasonable control, including acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terrorism or war, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, cyber-attacks, third-party hosting or cloud infrastructure failures, failures of third-party software or services, network failures, or any other occurrences

beyond such party's reasonable control. The delayed party will give the other party prompt notice of such cause and will use reasonable commercial efforts to resume performance as soon as possible.

- 13.5 Modifications.** Articulate may amend or modify this Agreement, from time to time, by posting the updated version on its website. If, in Articulate's sole discretion, the changes are material, Articulate will provide reasonable notice prior to the change taking effect either by email or by posting through the Services. Customer can review the most current version of this Agreement at any time. If Customer accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.
- 13.6 Independent Contractors.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 13.7 Severability and Waiver.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.8 Export Compliance.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation.
- 13.9 Publicity.** Customer permits Articulate to use Customer's name and logo to identify Customer as a customer on Articulate's website and in marketing materials, in accordance with any trademark guidelines provided by Customer. Customer permits Articulate to issue a press release announcing Customer as a customer, provided Articulate obtains Customer's approval of the text prior to publication.
- 13.10 U.S. Government End Users.** If Customer is a U.S. federal government department or agency, the Services are "Commercial Items" as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Customer with only those rights provided under this Agreement.
- 13.11 Copyright Infringement Policy.** Articulate respects intellectual property rights. If you believe content on the Services infringes your copyright, please contact us at legal@articulate.com with details of the alleged infringement. Articulate will respond to valid notices in accordance with the Digital Millennium Copyright Act.
- 13.12 Survival.** The following Sections will survive any termination or expiration of this Agreement: 3 (Customer Content and Intellectual Property Rights), 5 (Subscription Fees and Payment), 6.5 (Disclaimer), 7 (Indemnification), 8 (Limitation of Liability), 10 (Confidentiality), 11.5 (Effect of Termination), 12 (Governing Law and Dispute Resolution), and 13 (General Provisions).
- 13.13 Entire Agreement.** This Agreement, including any applicable jurisdiction-specific terms at <https://www.articulate.com/360/jurisdiction-specific-terms/> constitutes the entire agreement between Customer and Articulate regarding the Services and supersedes all prior agreements, written or oral, concerning its subject matter. In the event of any conflict among any Order Forms, any Beta Terms, and the terms of this Agreement, the order of precedence will be: (a) the Beta Terms; (b) the most recent Order Form; (c) terms of this Agreement. Any terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) are void and will not apply.

FOR CUSTOMERS SUBJECT TO REGIONAL PRIVACY LAW(S), [CLICK HERE](#) TO REVIEW OUR DATA PROCESSING AGREEMENT, WHICH, WHERE APPLICABLE, SHALL BE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AS EXHIBIT A.

1 To see how our General Terms of Service have changed, click [here](#)