

ARTICULATE TERMS OF SERVICE

Last Updated January 21, 2025

THIS AGREEMENT ("Agreement") is entered into as of the date the Customer accesses the Services ("Effective Date") by and between **Articulate Global, LLC**, a Delaware limited liability company ("Articulate"). By accessing or using the Services, Customer agrees to be bound by this Agreement.

1. Definitions.

1.1 "Academic Version" means as described in Section 2.14.2.

1.2 "Account Information" means information about Customer's account and information that Customer and its Users provide to Articulate in connection with (a) the creation or administration of Customer's account; or (b) Articulate's maintenance of Customer's account or the Services. For example, Account Information includes names, usernames, passwords, phone numbers, email addresses, workspace metadata, support communications, billing information, and usage information associated with Customer's account.

1.3 "Affiliate" means with respect to a party, any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. For purposes of this definition, the "control" of an entity (and the correlative terms "controlled by" and "under common control with") means the direct or indirect ownership or control of more than 50% of the voting interests of such entity.

1.4 "AI Features" means as described in Section 2.18.

1.5 "Articulate Content" means and includes, but is not limited to, Articulate-created files, such as videos, character images, illustrations, templates, interactions, or other prebuilt content Articulate makes accessible through the Services, including those provided through the use of Third-Party Services.

1.6 "Articulate 360 Teams" means as described in 2.6.12.

1.7 "Beta Version" means as described in Section 2.14.1.

1.8 "Confidential Information" means all non-public, confidential, or proprietary information of a party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, financial information, product development, software (including source and object code), and proprietary information, disclosed by a party ("Disclosing Party") to a receiving party ("Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," or reasonably should be considered confidential given the nature of the information and the circumstances of its disclosure in connection with this Agreement, is confidential, solely for the parties' use in performing this Agreement and may not be disclosed or copied unless authorized by the Disclosing Party in writing. Confidential Information does not include any information to the extent the Receiving Party can document (a) is generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) is independently developed by Receiving Party without using any Confidential Information.

1.9 "Customer" means any one of these scenarios: (a) the individual accepting the Agreement on its own behalf; (b) the applicable organization, company, or other legal entity, including Affiliates of such which have entered into Order Forms when an individual accepts the Agreement on its behalf; or (c) the applicable organization, company, or legal entity accepting the Agreement on behalf of itself and any of its Affiliates which have entered into Order Forms. For clarity, when an individual joins an applicable organization, company, or legal entity's workspace, such organization, company, or legal entity is the Customer, regardless of whether such individual is an independent contractor or employee.

1.10 "Customer Content" means any data, fonts, images, templates, information, content, or material provided by Customer or a User to Articulate or uploaded, imported, or submitted to the Services by Customer or its Users in the course of using the Services, including any Output if Customer uses AI Features. Customer Content does not include Account Information.

1.11 “Documentation” means Articulate tutorials and user guides accessible at: <https://community.articulate.com/articles/tutorials-and-documentation>

1.12 “End Product” means as described in Section 2.12.

1.13 “Excluded Claims” means as described in Section 7.2.

1.14 “Feedback” means as described in Section 3.4.

1.15 “Intellectual Property Elements” and “Intellectual Property Rights” mean copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights (registered or unregistered) throughout the world, together with all applications for any of the foregoing.

1.16 “Legal Order” means as described in Section 9.3.

1.17 “Optional Features” means any new or additional products, services, features, and functionalities that are not a part of the updates or upgrades to the Services and are available to the Customer for an additional cost, including any AI Features.

1.18 “Order Form” means any ordering documentation, regardless of form, agreed to between the parties which set forth the Services accessed by the Customer and any relevant pricing. Customer may execute multiple Order Forms under this Agreement.

1.19 “Output” means as described in Section 2.18.

1.20 “Subscription Fees” means all fees associated with Customer’s purchase of the Services.

1.21 “Subscription Term” means the duration for which the Customer has subscribed to the Services as outlined in the applicable Order Form.

1.22 “Services” means Articulate’s “Articulate 360” services, which include Articulate’s Intellectual Property Rights therein and Third-Party Services that power the Services, any related software applications, if added by Customer, any Optional Features, the Articulate Content, and Documentation, and any updates or upgrades to the Services provided to generally all customers.

1.23 “Users” means anyone authorized by Customer or on Customer’s behalf to use or access the Services in accordance with this Agreement or the applicable Order Form. Users may be defined to include but are not limited to learners, authoring license, seats, subscribers, and end users for the applicable Services.

1.24 “Third-Party Services” means any third-party services, applications, products, websites, connection, data, software, or integration that interoperates with the Services. Third-Party Services include embedded content where the Services may display a preview or link to the content.

2. Use of Services.

2.1 Customer Account Information. Customer and its Users shall provide Account Information to access or use the Services. Customer and its Users shall use the unique email address provided by its organization. Customers and its Users agree to (a) provide true, accurate, current, and complete information as prompted by the sign-up process; (b) maintain and promptly update the information provided during sign-up to keep it true, accurate, current, and complete; and (c) not share Customer’s Account Information with any third party. If Customer provides any information that is untrue, inaccurate, outdated, or incomplete, or if Articulate has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Articulate, after giving the Customer prior notice, may suspend or terminate Customer’s access to the Services and refuse current or future use of any of the Services.

2.2 Activation. The Services may require Customer to take certain steps to activate Customer’s license or validate Customer’s account. If Articulate determines that the Services have been used fraudulently or without authorization, Articulate may either suspend or terminate the Services or reduce the functionality, operability, or availability of the Services.

2.3 License/Use Rights. Subject to Customer's compliance with this Agreement and applicable law, Articulate grants the Customer a limited, non-exclusive, non-transferable (except as permitted in this Agreement) and non-sublicensable (only as required to provide the Services), fee-bearing license to use the Services in accordance with this Agreement, the applicable Documentation, and solely in connection with Customer's internal business operations; provided that Customer's applicable subscription for the Services is valid. Customer may allow its Users to use the Services for this purpose, and Customer is responsible for its Users' compliance with this Agreement.

2.4 Limitations. 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 Information. However, the Services cannot be used simultaneously on these devices.

2.5 Responsible Use. Articulate is committed to protecting its employees, partners, customers, and users from illegal or damaging actions by individuals or organizations, knowingly or unknowingly, including virus attacks, compromise of network systems and services, and legal issues. Articulate does not guarantee that with all Users complying with this Section, all risks and potential liability will be eliminated. Articulate will take commercially reasonable steps to ensure that the likelihood of risk is reduced, but it cannot be completely eliminated. Customer must promptly notify Articulate if (a) Customer becomes aware of or reasonably suspects any illegal or unauthorized activity or a security breach involving Customer's accounts, including any loss, theft, unauthorized use, or disclosure of Account Information; or (b) Customer is contacted by any governmental authority regarding its use of the Services (including any Optional Features). Articulate's platform and systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts, websites, and file transfer sites, are to be used for lawful and legitimate business purposes during normal internal business operations. Articulate reserves the right to suspend the Customer's access to any part of the Services if, in its sole discretion, it reasonably determines that the Customer's actions compromise the integrity of the Services, pose a security risk, or constitute a breach of this Agreement. Customer is responsible for all activity that occurs via the Customer's account. Subject to Articulate's retention policy, Articulate may disclose any information, including information about deactivated Users, to the relevant Customer upon request. Accordingly, Users and other individuals should contact the relevant Customer with any requests relating to their information that may be associated with the Customer's use of the Services. Customer shall be responsible for monitoring and controlling all activity, including all User activity, conducted through Customer's use of the Services. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives of its Customer Content. ARTICULATE HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER CONTENT.

2.6 Restrictions. Articulate and its respective Third-Party Services remain the sole owner of all rights, titles, and interests in the Services. Articulate reserves all rights not granted under this Agreement. Without limiting the generality of the foregoing, Customer represents and warrants it shall not, and ensure any third party including its Users shall not, nor through the use of any aspect of the Services:

2.6.1 Modify, port, adapt, improve, enhance, make copies of, or translate any software or other Intellectual Property Elements underlying the Services or make any derivative work from the Services except as expressly permitted in this Agreement;

2.6.2 Use any part of the Services, including any Articulate Content, any Optional Features, or any Output to (a) train, improve, customize or develop any artificial intelligence (including machine learning models), algorithms, or related technology (including using as training data or for fine-tuning purposes); (b) to generate source code; or (c) make decisions with legal implications, including compliance with legal obligations;

2.6.3 Mislead anyone that the Output or End Product generated by the AI Features is human-generated;

2.6.4 Reverse engineer, decompile, hack, disable, interfere with, modify, copy, disrupt, disassemble the features, functionality, integrity, or performance of the Services, any third party use of the Services, or otherwise attempt to discover the source code of the Services or other Intellectual Property Elements underlying the Services unless permitted by relevant law and then only within the constraints of that law. Any information supplied to or obtained by Customer under this Section is confidential and proprietary information of Articulate, may be used by Customer only for the purpose described in this Section, and will not be disclosed to any third party or used to create any software that is substantially similar to the expression of the software underlying the Services;

2.6.5 Permit timesharing, or use or offer the Services on a service bureau basis, or permit the use of a User ID by more than one user, nor enable or allow others to use the Services through Customer's account information and shall keep all passwords and login information confidential;

2.6.6 Distribute, display, copy, outsource, republish, frame, sublicense, resell, host, or stream the Services or allow unauthorized access to the Services, or otherwise commercially exploit the Services outside the terms of this Agreement nor attempt to disable, impair, or destroy the Services;

2.6.7 Access the Services to build a product or service that competes with our Services;

2.6.8 Attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent technological measures intended to control access to the Services or develop, distribute, or use with the Services, products that circumvent the technological measures;

2.6.9 Copy, modify, host, stream, sublicense, or resell the Services, attempt to disable, impair, or destroy the Services, nor rent, lease, sell, sublicense, assign, or transfer Customer's rights in the Services except as expressed in this Agreement;

2.6.10 Make copies of the software or other Intellectual Property Elements underlying the Services without preserving all copyright and other proprietary notices that appear on or in the Services or such software or other Intellectual Property Elements;

2.6.11 Use Articulate's name, logo, trademarks, service marks, or other branding elements without Articulate's prior written consent to be decided on a case-by-case basis. Such consent, if granted, is subject to revocation by Articulate at any time. Any authorized use of the foregoing shall comply with Articulate's then-current trademark usage and branding guidelines;

2.6.12 Fail to comply with the following requirements of the multi-user Services commonly referred to as "Articulate 360 Teams" (or such other product or service name that Articulate may designate from time to time, for such purposes, "Articulate 360 Teams"). The Articulate 360 Teams administrator(s), whom Customer appoints, may assign authoring licenses pursuant to the applicable Documentation. If a User no longer requires use of the Services, Customer's administrator may reassign such usage rights to a new Articulate 360 Teams user, so long as (a) the maximum number of Users for whom licenses have been purchased is not exceeded; (b) the transfers are to support employee turnover or role changes where the User no longer requires access to the Services; and (c) the number of total User transfers within an Articulate 360 Teams account in a 12-month term does not exceed 2x (two times) the number of purchased Users for the applicable Subscription Term;

2.6.13 Access, attempt to access, or authorize others to access the Services by any means other than the interface Articulate provides, or otherwise enable users or others to access the Services in a manner that has not been expressly authorized by Articulate, including sharing Account Information (except with an authorized account administrator) or using another person's account;

2.6.14 Upload or share, or otherwise generate through the Services any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or in violation of anyone's Intellectual Property Rights, or harms, incites or encourages violence or hatred against minors, individuals, or groups, or otherwise violates Articulate's Terms of Use;

2.6.15 Use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act or other laws and regulations concerning national security, defense or terrorism;

2.6.16 Introduce, transmit, re-transmit, or store materials or software code on or through the Services or through Customer Content that are (a) harmful to the Services or our software, firmware, or related technology; or (b) in violation of any applicable laws or regulations, including without limitation laws relating to infringement of Intellectual Property Rights of others or in violation of any other third party rights;

2.6.17 Impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person, organization, or entity, engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages or use the Service to send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing" nor disrupt, interfere with, or inhibit any other User from using the Services;

2.6.18 Use any data mining or similar data gathering and extraction methods in connection with the Services, for example, to create distribution or mailing lists, place advertisements of any products or services in the Services or for purposes of identifying or extracting training data associated with any AI Feature; and

2.6.19 Violate any applicable law.

2.7 Terms Applicable to Reviewers and Commenters. Any individual(s) whom Customer selects to provide review and comment functions within the Articulate Review feature need not be Articulate subscribers or customers for such purpose; however, each such reviewer will need to provide their email address or sign in with their Articulate Account Information, depending on the settings Customer chooses for this feature. The Customer shall be responsible for such reviewers' acts and omissions with regard to their activities in conjunction with the Articulate Review feature. Using Review 360 as a hosting solution is strictly prohibited and may result in suspension or termination of Customer's access to the Services.

2.8 Updates; Cooperation. The Services may automatically download and install updates from time to time from Articulate. These updates may take the form of bug fixes, new features, or new versions. Customer agrees to receive and implement such updates from Articulate as part of Customer's use of the Services, as applicable. Customer agrees to cooperate with Articulate's reasonable requests concerning the use of the Services (including any Optional Features). Articulate reserves the right to modify, suspend, or discontinue any aspect of the Services to comply with its current and future legal obligations and industry best practices, including restrictions or requirements related to the use of AI Features and Output. Articulate will use commercially reasonable efforts to notify Customer of any suspension or discontinuation of the Services.

2.9 Third-Party Services. The Customer agrees Third-Party Services are integrated into the Services. Customer's access and use of such Third-Party Services shall be provided under the respective terms and conditions of the Third-Party Services provider. Articulate does not warrant or support such Third-Party Services. Articulate cannot guarantee the continued availability of any Third-Party Services or any associated features of such, and Articulate may stop providing the features of such Third-Party Services without prior notice to the Customer if, for example, and without limitation, the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Services features in a manner acceptable to Articulate.

2.10 Notice to US Government End Users (if applicable). For US Government procurements, (a) Technical Data is provided in accordance with FAR 12.211, and Software is a "commercial" computer software as defined in FAR 12.212; and (b) "commercial" software and documentation are also provided in accordance with DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation," as applicable, and any successor regulations. Any use, reproduction, release, performance, display, or disclosure of the Software or documentation by the US Government must be in accordance with license rights and restrictions described in these Terms of Service. Notwithstanding the foregoing, the Government agrees that this software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. These Terms of Service shall pertain to the Government's use and disclosure of the software and documentation and shall supersede any conflicting contractual terms or conditions. If these Terms of Service fail to meet the Government's needs or are inconsistent with Federal law, the Government agrees to cease use of the Services.

2.11 Responsibility for Systems. Each party shall retain sole responsibility for such party's information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by such party or through the use of Third-Party Services.

2.12 Articulate Content. Customer may use the Articulate Content to develop Customer's e-learning end product in the Services ("End Product"), including embedding the Articulate Content into Customer's End Product and reproducing and distributing Articulate Content if integrated with the Customer's End Product. Subject to Customer's compliance with this Agreement, Articulate grants Customer a worldwide license solely to use Articulate Content within Customer's End Product. However, the Customer may not use or distribute the Articulate Content on a stand-alone basis outside of the End Product. For clarification, no Customer has any ownership rights in the Articulate Content.

2.13 Use of Account Information. Articulate may collect Account Information about Customer's use of the Services and Users that (a) is provided to Articulate in connection with the creation or administration of its account; or (b) is generated in connection with its use of the Services. Articulate will process Account Information that includes Personal Data in accordance with Articulate's [Privacy Notice](#). Customer acknowledges and agrees that the Services may require monitoring of Account Information during the Subscription Term to reconcile the number of Users or usage of the Services with Customer's then-current Subscription Term of the Services.

2.14 Other Services Types.

2.14.1 Beta Version. Articulate may designate certain Services as a pre-release, preview, or beta version ("Beta Version"), which Customer may choose to participate in at its sole discretion. All information, documentation, and features related to and made exclusively available through such Beta Version are the confidential information of Articulate unless made publicly available by Articulate for all website users. The Beta Version does not represent the final product and may contain bugs that may cause system or other failures and data loss. Articulate may choose not to release the Beta Version commercially. Articulate may terminate or suspend Customer's use of the Beta Version at any time, and Customer must promptly cease using the Beta Version upon Articulate's request. Customers may provide feedback to Articulate regarding the Beta Version at any time, and Articulate will own and may use and evaluate all feedback for its purposes. ANY BETA VERSION IS PROVIDED "AS-IS," WITH REGARD TO FUNCTIONALITY, PERFORMANCE, SPEED, AND SUPPORT, AND WITHOUT ANY WARRANTY, INDEMNIFICATION, OR LIABILITY OF ANY KIND. ARTICULATE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE BETA VERSION, INCLUDING ANY WARRANTY THAT THE BETA VERSION WILL BECOME GENERALLY AVAILABLE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ARTICULATE DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF ANY BETA VERSION.

2.14.2 Academic Version. If Articulate designates the Services as being for use by educational users ("Academic Version"), then Customer shall only use the Academic Version if Customer meets the eligibility requirements provided for by Articulate. Articulate or its authorized resellers will determine if Customer meets the academic requirements and retains the right to verify eligibility as a prerequisite for each renewal Subscription Term of this Agreement.

2.15 Trial Rights. Trial rights are available for a one-time evaluation period and may be subject to limitations as specified on the trial sign-up form. Customer shall provide Articulate with certain information as indicated on the trial registration form. Any trial is provided "as-is", without any warranties, indemnification, or liability of any kind. Articulate disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to any trial and shall not be liable for any damages, whether direct, indirect, incidental, consequential, or otherwise, arising out of or in connection with Customer's use or participation in any trial. At the end of the trial period, unless converted to paid Services, the Services will automatically terminate, and Articulate will delete any content uploaded to the storage provided as part of the trial. Trial periods may be extended at Articulate's sole discretion. ARTICULATE RESERVES THE RIGHT TO REFUSE OR TERMINATE ANY ORGANIZATION'S OR USER'S TRIAL AT ITS SOLE DISCRETION, AND IN SUCH EVENT, CUSTOMER HEREBY AGREES TO FORFEIT ANY AND ALL RIGHTS TO ANY CONTENT CREATED DURING SUCH TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL RIGHTS ARE PROVIDED BY ARTICULATE WITHOUT WARRANTY OR INDEMNIFICATION.

2.16 Support Policy. Articulate will provide support consistent with our then-current Articulate 360 Support Policy: <https://articulate.com/support/360/policy>

2.17 AS BETWEEN ARTICULATE AND CUSTOMER, CUSTOMER AGREES THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM ANY OF CUSTOMER'S USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE USE OF CUSTOMER CONTENT AND THE PROCESSING OF PERSONAL DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM USERS AND AS REQUIRED TO USE THE CUSTOMER CONTENT THAT ARE NECESSARY FOR THE LAWFUL USE FOR THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF PERSONAL DATA FOR THE SERVICES IS LAWFUL; (D) ADAPT THE CUSTOMER'S END PRODUCT TO COMPLY WITH THE LAWS APPLICABLE TO

CUSTOMER; AND (E) RESPOND TO AND RESOLVE ANY DISPUTE WITH ANY OF ITS USERS RELATING TO OR BASED ON CUSTOMER CONTENT, PERSONAL DATA, THE SERVICES, OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. ARTICULATE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE CUSTOMER RELATING TO THE SERVICES, WHICH ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMERS SHOULD NOT RELY ON THE SERVICES FOR ANY MEDICAL, LEGAL, FINANCIAL, OR PROFESSIONAL ADVICE. ANY CONTENT REGARDING THOSE TOPICS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL. IF THE CUSTOMER IS UNSURE WHETHER ITS CONTENT VIOLATES A THIRD PARTY'S RIGHTS, PLEASE CONSULT WITH CUSTOMER'S LEGAL REPRESENTATIVE.

2.18 AI Terms. This provision applies to Customers using any AI Features as part of the Services. The Services include features powered by generative artificial intelligence technologies ("AI Features") of Articulate and its licensors, including Third Party Services. Through user prompts and inputs, Customers may create various forms of output, including images, text, audio, or video (collectively, "Output"). Customers may choose to opt out of using the AI Features. The Output generated and returned by an AI Feature could be based on Customer Content provided by Customer into the Services or by the application of any AI Feature by Customer to content available within the Services. Articulate will not use any Customer Content to train any AI Features. Customer owns the Customer Content and is solely liable for its Customer Content, including its use of Output following receipt from the Services. Articulate hereby waives and irrevocably quitclaims to Customer any and all claims, of any nature whatsoever, that Articulate now has or may hereafter have for infringement of any Intellectual Property Rights of Articulate (if any) that are contained in the Output. Customer will ensure that its Customer Content and its use of any AI Features will not (a) violate any applicable law (existing as of the date hereof or thereafter); (b) violate the Agreement; or (c) infringe, violate, or misappropriate any of Articulate's rights or the rights of any third party. Due to the nature of the machine learning technologies associated with AI Features, Output may not be unique across users, and the AI Feature may generate the same or similar output for third parties; and Customer acknowledges that any rights of Articulate in the same or similar Output may be assigned to multiple third parties. Customer may use any Output created by any AI Features at the Customer's own risk, subject to the Agreement. Customer agrees to conduct reasonable testing of the AI Features and Output for Customer's specifically contemplated use cases prior to (a) integrating such AI Features or Output into any End Product; (b) sharing Output publicly; or (c) materially relying on such AI Features or Output in Customer's business operations. If Customer is using the Output as part of its End Product or otherwise distributing the Output to third parties (internally or externally) that are unaware of the presence of such Output, Customer agrees to include a disclosure that the End Product or other distributed content includes Output created by AI Features. Articulate does not guarantee the accuracy of any Output and the Customer agrees to thoroughly evaluate the accuracy and applicability of any Output prior to distribution or reliance in its business or End Product commensurate with the nature of such use.

3. Customer Content.

3.1 Ownership. Customer retains all rights, choices, control, and ownership of Customer Content. Articulate does not claim ownership rights to Customer's Content and only requires a limited license to Customer's Content to provide the Services. For clarification, Articulate and the Third-Party Services used to power the Services retain all rights and ownership to the applicable Articulate Content.

3.2 Licenses to Customer Content to Operate the Services. Articulate requires a limited license to Customer Content to operate and enable the Services. Customer grants Articulate a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable (solely to Third-Party Services to support the Services) license to access, use, reproduce, distribute, and translate Customer Content for Articulate to solely provide the Services. For clarification, this license is granted solely for the purposes of (a) providing, operating, or improving the Services; (b) responding to support requests; and (c) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues and violations of the Agreement.

3.3 Termination of License. Customer may revoke Articulate's limited license to Customer Content and terminate Articulate's rights at any time by terminating Customer's access to the Services. However, some copies of Customer Content may be retained as part of Articulate's routine backups, which will be protected as required under this Agreement until overwritten on a regularly scheduled basis.

3.4 Feedback. Customers have no obligation to provide Articulate with ideas, suggestions, or proposals ("Feedback"). However, if a Customer submits Feedback, Customer grants to Articulate a non-exclusive, worldwide, royalty-free license, for the legal duration of protection of rights that is sub-licensable and transferable, to make, use, sell,

have made, offer to sell, import, reproduce, publicly display, distribute, and modify the Feedback; provided, however, that all Feedback is provided as-is, and the Customer will have no liability to Articulate or to any third party for any use of the information nor be identified as the source of such information.

4. Fees and Payment.

4.1 General. Customer and its Affiliates may subscribe to Services by executing an Order Form, purchasing online directly, or through an Articulate-authorized reseller. Articulate grants access to the Services pursuant to subscriptions. Subscriptions will be for the Subscription Term agreed to in the applicable Order Form. Unless otherwise provided for in an Order Form, Customer's Services shall automatically renew with the same number of Users in the previous Order Form unless either Party notifies the other in writing of its intent not to renew the applicable Order Form or decrease the number of Users at least thirty (30) days before the end of the then-current Subscription Term. Customer agrees to pay all Subscription Fees associated with its access to the Services in advance in U.S. dollars, regardless of usage, to Articulate or the Articulate-authorized reseller. Unless Customer has purchased through an Articulate-authorized reseller, the Subscription Fees will be Articulate's standard, then-current charges for the applicable Services. Unless preapproved by Articulate to pay via an invoice, all Subscription Fees must be prepaid via a credit card the Customer preregisters or otherwise provides to Articulate, and Customer shall keep such information current. If Customer does not notify Articulate of updates to Customer's payment method, to avoid interruption to the Service, Articulate may participate in programs supported by Customer's card provider to try to update Customer's payment information, and Customer authorizes Articulate to continue billing for the Services with the updated information Articulate obtains. All payments made via a preapproved invoice are due within thirty (30) days following the date listed on the Articulate invoice. Any amount not paid when due is subject to interest at a rate that is no greater than (a) one percent (1%) per month; or (b) the highest interest rate permissible under applicable law. Articulate shall not be liable for Customer's use of the Services if the Customer has paid for or has been provided access to the Services via an unauthorized reseller or through a third-party marketplace.

4.2 Taxes and Third-Party Fees. Unless otherwise stated in writing, the Subscription Fees do not include any applicable taxes, levies, duties, or other similar government assessments of any nature, including but not limited to value-added sales and use or withholding taxes assessable by any local, state, provincial, federal or foreign jurisdiction (collectively "Taxes"). Customer shall be responsible for timely paying all applicable Taxes associated with this Agreement except for Taxes based on Articulate's net income, property, or personnel. If Articulate has the legal obligation to pay or collect Taxes that Customer is responsible for, Articulate will assess, impose and collect the applicable taxes related to Customer's purchase based on the address included in this Agreement or any other information provided by Customer during account creation or any subsequent update. Articulate will not be liable for, and Customer will hold Articulate harmless from any tax implications arising from inaccurate or fraudulent information provided by the Customer. Customer shall pay the appropriate Tax amount unless Customer provides Articulate with a valid tax exemption certificate authorized by the appropriate taxing authority at the time of purchase.

4.3 Upgrades to Plans and Additional Commercial Terms for Articulate 360 Teams. Additional Users may be added to an Articulate 360 Teams Subscription at any time, at the then-current rates at purchase, and prorated based on the number of calendar days remaining in the Subscription Term. All Articulate 360 Teams Subscriptions under a specific plan will have the same scheduled Subscription Term end date, subject to renewal as set forth herein. Further, upon renewal, Articulate or the Articulate-authorized reseller will charge the Customer for the total number of Users at the time of such renewal.

4.4 Optional Features, Upgrades, and Exceeding User Limits. The number of Users purchased for an Optional Feature applies to the Subscription Term specified in the applicable Order Form. There are no credits or refunds for any Optional Feature Users not utilized during the Customer's Subscription Term. Customer will be charged at the rates made available at the time of purchase for (a) all Users added during Customer's Subscription Term; and (b) all Users exceeding the limits permitted in the applicable Order Form. Articulate may suspend access to Optional Features for Users exceeding the limits permitted in the Services, or an applicable Order Form, or for any breach of the Agreement, including for non-payment or delinquent payment. Upon renewal, the Customer will be charged for the total number of Users added during the Customer's previous Subscription Term and/or actual usage exceeding permitted limits during the preceding Subscription Term.

5. Mutual Representations and Warranties. Each party represents and warrants (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; and (c) that upon use and purchase of the Services,

this Agreement will constitute the legal, valid, and binding obligation of each party, enforceable against the other party, in accordance with the terms of this Agreement.

6. Customer's Warranty and Indemnification Obligations.

6.1 Warranty. Customer represents and warrants it (a) has all necessary licenses and permissions to use and share Customer Content; (b) has the necessary rights and licenses needed from Users to use the Services and to grant the licenses required in this Agreement; and (c) it will comply with all applicable laws.

6.2 Indemnification. Customer will indemnify, defend, and hold Articulate and its subsidiaries, affiliates, officers, agents, employees, partners, authorized resellers as applicable, and licensors harmless from any third-party claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to (a) Customer's use of the Service in a manner that infringes the Intellectual Property Rights of any third party; (b) any claim relating to Customer Content or Account Information; (c) any Excluded Claims; (d) Customer's violation of Section 2.6 Restrictions of this Agreement; and, if applicable, (e) Customer's use of any AI Features, including any claim resulting from Customer's use of Output (in Customer's End Product or otherwise).

7. Articulate's Warranty and Indemnification Obligations.

7.1 During the term of this Agreement, Articulate warrants that the Services will conform to and operate substantially in accordance with the descriptions provided in the Documentation. Customer's sole and exclusive remedy and Articulate's sole and exclusive liability for breach of this warranty shall be the prompt repair or replacement of the Services. **EXCEPT AS PROVIDED IN THE FOREGOING LIMITED WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARTICULATE AND THE APPLICABLE THIRD-PARTY SERVICES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ARTICULATE MAKES NO COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE OPERATION OF THE AI FEATURE, OR THE INFORMATION, IMAGES, VIDEO, TEXT, OR CONTENT INCLUDED IN ANY OUTPUT NOR THE USE OF ANY INPUT, INCLUDING, WITHOUT LIMITATION, THE ACCURACY OF THE RESULTS, AVAILABILITY, SUITABILITY, RELIABILITY, OR CONTENT OF ANY INFORMATION PROVIDED THROUGH ANY OPTIONAL FEATURES. TO THE EXTENT PERMITTED BY LAW, ARTICULATE FURTHER DISCLAIMS ANY WARRANTY THAT (A) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, OR ERROR-FREE; OR (B) THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS.**

7.2 Indemnification by Articulate. If a third party initiates a claim against Customer claiming the Services, as used in accordance with this Agreement, directly infringe such third party's Intellectual Property, Articulate will pay the costs and damages a court having final jurisdiction awards against Customer in the lawsuit or the written settlement of the lawsuit, to the extent that the costs and damages directly relate to the claim. Articulate obligations under this Section 7.2 will not be subject to the limitation of liability in Section 8.2 below. Articulate's obligations under this Section apply only if Customer (a) promptly notifies Articulate of the lawsuit in writing; (b) allows Articulate to control the defense of the lawsuit and any related settlement negotiations; and (c) upon request, cooperates with and assist Articulate in the defense or settlement of the lawsuit. Also, Articulate's obligations under this Section do not apply to the extent the infringement claim arises out of (a) Customer's breach of the Agreement or use of the Services outside the scope of the Agreement; (b) Customer's continued use of the allegedly infringing portion of the Services after being notified thereof or being provided, at no additional charge, modifications that would have avoided the alleged infringement without materially reducing the overall functionality of the Service; (c) any use of the Services in combination with other products, equipment, services, data, processes, or software not recommended or provided by Articulate, where the alleged infringement would not have occurred in the absence of such use; (d) any use of any release of the Services other than the most current release made available to the Customer; (e) Customer's use of the Services in violation of applicable law; (f) Customer's failure to use the Services in accordance with the Documentation; (g) 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; (h) Customer's use of the Services where there has been no charges or fees, including where Customer is using Beta Services or trial services; (i) Customer's use of Third-Party Services; or, if applicable, (j) Customer's or any downstream user's use of Output from AI Features ("Excluded Claims"). Neither party may settle a claim that results in liability or admission of liability by the indemnified party without the indemnified party's written consent. To the maximum extent permitted by law, this Section states Articulate's entire liability and Customer's sole and exclusive remedy for infringement claims and actions against Customer.

7.3 Articulate's Options for Infringement Claims. If any party is enjoined from using the Services, or if Articulate believes the Services may become the subject of a claim of Intellectual Property infringement, Articulate may, at its option and expense (a) contest the claim; (b) procure the right for Customer to continue to use the Services; (c) replace or modify the Services to make it non-infringing; provided that such substitute does not entail a material reduction in the overall functionality of the Service; or (d) terminate this Agreement, in which case Articulate shall issue Customer a pro-rata refund of Subscription Fees paid in advance by Customer for those Services not provided. Articulate's exercise of any of the foregoing options constitutes Articulate's entire liability and Customer's sole and exclusive remedy for infringement claims arising from Customer's use of the Services.

8. Limitation of Liability.

8.1 NEITHER PARTY NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR EMPLOYEES IS LIABLE TO THE OTHER PARTY OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; AND (B) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE: (A) RESULTING FROM LOSS OF USE, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION; OR (C) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF OR ACCESS TO THE SERVICES. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR CLAIMS RELATING TO DAMAGE TO TANGIBLE PROPERTY AND INJURY OR DEATH TO PERSONS.

8.2 ARTICULATE'S TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AGGREGATE AMOUNT PAID OR PAYABLE UNDER THE SPECIFIC ORDER FORM GIVING RISE TO THE LIABILITY, PRORATED FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. 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 OR THE ARTICULATE-AUTHORIZED RESELLER TO THE CUSTOMER, AND IT 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. THIS LIMITATION WILL APPLY EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY EXCEEDING THE AMOUNT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.3 SUBJECT TO AND WITHOUT LIMITING ARTICULATE'S EXPRESS OBLIGATIONS OUTLINED IN THIS AGREEMENT, (A) ARTICULATE SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ANY ACTIONS RESULTING FROM CUSTOMER'S NEGLIGENT USE OF ANY SERVICES OR VIOLATION OF THIS AGREEMENT; (B) CUSTOMER MAY USE AND ACCESS THE SERVICES AT CUSTOMER'S DISCRETION AND RISK; AND (C) CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE AND ACCESS OF ANY SERVICES. ARTICULATE HAS NO CONTROL OVER CUSTOMER CONTENT UPLOADED INTO THE SERVICES, AND THE CUSTOMER SHOULD NOT USE OR PROVIDE ANY INFORMATION THAT IS SENSITIVE, INCLUDING SENSITIVE DATA.

8.4 THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 8 APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. EACH PARTY WILL USE REASONABLE EFFORTS TO MITIGATE ANY DAMAGES UNDER THIS AGREEMENT OR LOSSES IN RESPECT OF WHICH IT CLAIMS INDEMNIFICATION UNDER THIS AGREEMENT. IN THE EVENT ANY CUSTOMER AFFILIATE PURCHASES UNDER THIS AGREEMENT, THE CUSTOMER LISTED HEREIN SHALL BE JOINTLY AND SEVERALLY LIABLE FOR SUCH AFFILIATE.

9. Confidential Information.

9.1 Except as expressly provided in the Agreement, the Receiving Party shall not disclose Disclosing Party's Confidential Information to any third party (other than to its personnel who have a need to know and who are subject to binding written confidentiality obligations at least as protective as those set forth herein) without Disclosing Party's prior written consent. Disclosing Party's Confidential Information may be used by the Receiving Party solely for the purposes of performing its obligations under the Agreement. Receiving Party shall take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Disclosing Party's Confidential Information, including, at a minimum, those

measures taken to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care.

9.2 Confidential Information shall not include any information to the extent that (a) is or becomes publicly available through no fault of Receiving Party; (b) is independently developed by Receiving Party without utilizing Disclosing Party's Confidential Information as evidenced with reasonable documentation upon Disclosing Party's request; (c) is approved in writing by Disclosing Party for release by Receiving Party; or (d) is disclosed without restriction to Receiving Party in good faith by a third party who is in lawful possession thereof and who has the right to make such disclosure as evidenced with reasonable documentation upon Disclosing Party's request.

9.3 If the Receiving Party is compelled by court order or law ("Legal Order") to disclose the Disclosing Party's Confidential Information, the Receiving Party unless prohibited by law, shall promptly notify the Disclosing Party of such fact, provide a copy of the Legal Order and reasonably cooperate, at Disclosing Party's request and expense, in (a) opposing the Legal Order or seeking to limit the disclosure to the minimum extent necessary to comply with the Legal Order; (b) seeking a protective order; or (c) appealing the Legal Order. Failing any of the above, the Receiving Party shall disclose only such Disclosing Party Confidential Information to the minimum extent required to comply with the Legal Order. The Receiving Party shall continue to be bound under this Agreement with respect to the Disclosing Party's Confidential Information disclosed under the Legal Order unless the Disclosing Party's Confidential Information becomes a matter of public record in connection with the legal process.

10. Term; Termination.

10.1 Term. The term of this Agreement and any Order Form executed under it will commence in accordance with the applicable Order Form and will continue so long as Customer maintains an active subscription to the Services unless Customer or Articulate gives the other thirty (30) days notice of an intent to terminate or not renew Customer's subscription to the Services.

10.2 Termination by Customer for No Reason/Termination for Convenience. While the Customer may stop using the Services at any time, termination of Customer's access to the Services, a specific Order Form, or this Agreement for no reason or convenience does not relieve Customer of any obligation to pay any outstanding fees or require Articulate or an Articulate-authorized reseller to refund any prepaid fees unless otherwise expressly outlined in this Agreement.

10.3 Termination by Customer for Cause. Customer may terminate for cause this Agreement or the applicable Order Form for Articulate's material breach of this Agreement, so long as Customer gives Articulate prior written notice and affords Articulate not less than thirty (30) days after receiving notice thereof to cure such breach. If after such cure period, the breach is not resolved, Customer will receive a prorated refund of Customer's prepaid fees for the remainder of the Subscription Term, so long as Customer provides a written request to Articulate Customer Support or the applicable Articulate-authorized reseller within thirty (30) days of the effective termination date.

11. Termination by Articulate. Articulate may terminate the Services, this Agreement, or the applicable Order Form for cause after giving Customer notice:

11.1 If Customer breaches any provision of this Agreement;

11.2 For non-payment or delinquent payment of the Subscription Fees for the Services;

11.3 If Customer ceases to function as a going concern or to conduct operations in the normal course of business or Customer has a petition filed by or against it under any bankruptcy or insolvency laws for which the petition has not been dismissed or set aside within sixty (60) days of filing; or

11.4 Articulate elects to discontinue the Services, in whole or in part, (such as, if it becomes impractical for Articulate to continue offering Services in Customer's region due to change of law).

12. Effect of Termination. Termination of this Agreement will automatically terminate all active Order Forms, but termination of a single Order Form will not terminate this Agreement or any other Order Forms. Upon the termination of this Agreement or a specific Order Form, all rights and licenses granted by Articulate to Customer under this Agreement or the applicable Order Form will terminate. Other than as provided in Section 10.3, no refunds or credits for subscription charges, fees, or other payments will be provided to Customer if Customer (a) elects to terminate access to the Services before the

end of the then-effective Subscription Term; (b) cancels, downgrades, or reduces use of the Services, scope of license, access, or other rights during the Subscription Term; or (c) if Articulate terminates or cancels Customer's account due to Customer's breach of this Agreement or otherwise as provided in Section 10. Additionally, in these cases, Customer must immediately pay any amounts then due to Articulate, including unpaid fees and charges associated with the remainder of the Subscription Term. Following the termination or cancellation of Customer's access to the Services, Articulate retains Customer Content for up to six (6) months pursuant to its record retention policy. After six (6) months, Articulate permanently deletes Customer Content from Articulate's servers and cannot restore it. Upon request, Articulate can delete Customer Content as soon as possible, in which case it will not be retrievable. Either party's termination of this Agreement is without prejudice to any other remedies it may have at law or in equity and does not relieve either party of liability for breaches occurring prior to the effective termination date. Neither party will be liable to the other for damages arising solely as a result of terminating this Agreement in accordance with its terms.

13. Investigations.

13.1 Screening. Articulate is not obligated to monitor Customer Content uploaded to the Services.

13.2 Disclosure. Articulate may access or disclose information about Customer or Customer's use of the Services: (a) when it is required by law (such as when Articulate receives a valid subpoena or search warrant); and (b) to respond to Customer's requests for customer service support.

14. Export Control Laws. The Services and Customer's use thereof may be subject to US and international laws, restrictions, and regulations that may govern the import, export, and use of the Services. Customer agrees to comply with all such laws, restrictions, and regulations to the extent applicable.

15. Dispute Resolution.

15.1 Process. For any concern or dispute Customer may have, including for issues under this Agreement, Customer agrees first to try to resolve the dispute informally by contacting Articulate. If a dispute is not resolved within thirty (30) days of submission, then except as otherwise outlined in Section 16.8, the Customer or Articulate may initiate a claim in the state or federal courts in New York County, New York, USA. However, either party may initiate a claim before the expiration of such thirty (30) day period if the claim relates to intellectual property or to preserve either party's rights under applicable statutes of limitations. **THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ("UCITA") OR ANY VERSION THEREOF ADOPTED BY ANY STATE IN ANY FORM WILL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES HEREBY AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.**

15.2 Injunctive Relief. Notwithstanding the foregoing, in the event of any unauthorized access to or use of the Services or content in violation of this Agreement, Customer agrees Articulate is entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

16. Miscellaneous.

16.1 Interpretation. The English version of this Agreement will be used when interpreting or construing this Agreement. Section headings are provided for convenience only and will not affect the interpretation of this Agreement. Any words following the terms "including," "in particular," "for example," "such as," or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

16.2 Notice to Articulate. All notices to Articulate must be in writing and in English and will be deemed given only when sent by certified mail (return receipt requested) or by documented overnight delivery service to the party to whom the notice is directed. All legal notices to Articulate shall be sent to the following address:

Articulate Global, LLC

Attn: Legal

244 5th Avenue – Suite 2960

New York, NY 10001, USA

AND email a copy to legal@articulate.com

16.3 Notice to Customer. To the extent permitted under applicable law, Articulate may notify Customer by email, postal mail, postings within the Services, or other legally acceptable means. Notices of updates to the Services, license

terms, terms of use, privacy terms, or other terms related to Articulate or the Services may be delivered by Articulate posting such updates on its website or through in-product messages. Unless otherwise noted therein, all changes are effective immediately and apply to all access and use of the Service thereafter. Customer's continued use of the Services constitutes acceptance to the updates, including the amended or updated Terms of Service.

16.4 Entire Agreement; Precedence. This Agreement constitutes the entire agreement between Articulate and Customer regarding the Services and the subject matter hereof, and this Agreement supersedes any prior agreements or understandings (whether written or oral) between Articulate and Customer relating to the subject matter hereof. Articulate may receive and sign or otherwise execute purchase orders, invoices, statements of works, quotes, orders, order confirmations, or similar documents from Customer contemporaneously with or after the Effective Date of this Agreement (including documents provided in connection with accepting renewal of this Agreement); however, the parties agree that the signing up, processing, acceptance, or execution by Articulate does not constitute an acceptance of any of Customer's or any third-party's documents, policies, or terms or conditions. Such documents, policies, and terms and conditions, including any additional, contrary, or different terms contained therein, and any other attempt to modify, supplement, supersede, or alter this Agreement are deemed rejected by Articulate. Customer further represents and warrants (a) this Agreement shall control; (b) such documents are solely for compliance with Customer's internal purchasing policies; (c) such documents are not intended to and shall not add any new terms or conditions, or supersede any conflicting terms and conditions in this Agreement; and (d) Customer shall not assert any terms or conditions contained in such documents against Articulate. No amendment to, modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

16.5 Assignment. Neither party may assign or otherwise transfer this Agreement or its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, and any such attempt will be void. Notwithstanding the above, either party may assign this Agreement, without the other party's consent, to its parent company or any purchaser of all or substantially all of such party's assets or any successor by way of merger, consolidation, or similar transaction. If Customer is purchasing through a reseller, distributor, or similar third party, Customer acknowledges and agrees that Articulate reserves the right, upon notice, to require such third party to assign the relationship directly to Articulate (or to another third party that Articulate may specify), and in such event, Customer agrees to comply and cooperate with such transfer fully and to do all things reasonably necessary to affect the same.

16.6 Severability. If at any time any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions hereof nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired thereby, and the remainder of the provisions of this Agreement will remain in full force and effect. Articulate and Customer agree to endeavor in good faith negotiations to replace any illegal, invalid, or unenforceable provision with a valid, legal, and enforceable provision, the economic effect of which comes as close as possible to the illegal, invalid, or unenforceable provision.

16.7 No Waiver. Neither party's failure to enforce or exercise any provision outlined in this Agreement is a waiver of that provision.

16.8 DMCA. Articulate respects the Intellectual Property Rights of others, and Articulate expects all Users to do the same. Articulate will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act ("DMCA").

16.9 Choice of Law. This Agreement is governed by the laws of New York, U.S.A., without regard to the conflict of law provisions thereof.

16.10 Eligibility. A customer may only use the Services if (a) over 18 years old; and (b) allowed by law to enter into a binding contract.

16.11 Availability. Services descriptions may be accessible worldwide, but for clarity, this does not mean all Services or service features are accessible in all languages or all areas or that user-generated content available via the Services is legally compliant in all areas. Customer represents and warrants its use of the Services complies with applicable laws.

16.12 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism,

acts of God, epidemic, pandemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet, provided that the delayed party (a) gives the other party prompt notice of such cause; and (b) uses its reasonable commercial efforts to correct such failure or delay in performance promptly.

16.13 Survival. Upon expiration or termination of this Agreement, the following Sections will survive: 2.3 (License/Use Rights), 2.5 (Responsible Use), 2.6 (Restrictions), 2.7 (Terms Applicable to Reviewers and Commenters), 2.9 (Third-Party Services), 2.10 (Notice to US Government End Users), 3 (Customer Content), 4 (Fees and Payment), 5 (Mutual Representations and Warranties), 6 (Customer's Warranty and Indemnification Obligations), 7 (Articulate's Warranty and Indemnification Obligations), 8 (Limitation of Liability), 9 (Confidential Information), 10 (Term; Termination), 12 (Effect of Termination), 13 (Investigations), 14 (Export Control Laws), 15 (Dispute Resolution), 16 (Miscellaneous), and the Data Processing Agreement, incorporated by reference herein if applicable. Upon the expiration or termination of the Services, the Services may cease to operate without prior notice.

17. Jurisdiction-Specific Terms (if applicable). This Section applies to specific jurisdictions. If there is any conflict between this Section and other Sections, then this Section governs in relation to the relevant jurisdiction:

17.1 Australia.

17.1.1 NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT CUSTOMER'S NON-EXCLUDABLE RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH).

17.1.2 DESPITE ANY OTHER PROVISION OF THIS AGREEMENT, IF THE COMPETITION AND CONSUMER ACT 2010 (CTH) OR ANY OTHER LEGISLATION STATES THAT THERE IS A GUARANTEE IN RELATION TO THE SERVICES SUPPLIED BY ARTICULATE REGARDING THIS AGREEMENT, AND ARTICULATE'S LIABILITY FOR FAILING TO COMPLY WITH THAT GUARANTEE CANNOT BE EXCLUDED BUT MAY BE LIMITED, SECTIONS 7.1, 7.2 AND 7.3 DO NOT APPLY TO THAT LIABILITY. INSTEAD, ARTICULATE'S LIABILITY FOR THAT FAILURE IS LIMITED TO (AT THE ELECTION OF ARTICULATE), IN THE CASE OF A SUPPLY OF GOODS, ARTICULATE REPLACING THE GOODS OR SUPPLYING EQUIVALENT GOODS OR REPAIRING THE GOODS, OR IN THE CASE OF A SUPPLY OF SERVICES, ARTICULATE SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

17.1.3 If, for any reason, the provision of the Services under or in connection with this Agreement constitutes a "Taxable Supply" in Australia, in compliance with the Australian Goods and Services Tax (GST) regulations, this Terms of Service contract delineates the application of GST exclusively to transactions involving non-GST registered customers within Australia. At or before the time the Subscription Fees are payable, Customer must pay Articulate or the applicable Articulate-authorized reseller an amount equal to the GST or similar tax or withholding for the Services (in addition to the fees otherwise payable for the Services), and Articulate will give Customer a Tax Invoice (or similar receipt or acknowledgment) for the Service. All prices quoted under this Agreement are exclusive of GST, and non-GST registered customers in Australia will be subject to the addition of GST at the prevailing rate applicable in the country. For the purpose of this Section, GST means the goods and service tax under the Good and Services Tax Act 1999 (Cth), and capitalized terms have the meaning given in that Act. For customers possessing an Australian Business Number (ABN) and duly registered for Goods and Services Tax (GST), it is acknowledged that Articulate will not be responsible for GST, and all prices quoted under this Agreement are exclusive of GST. In accordance with this provision, GST-registered customers are required to self-assess and account for the applicable GST on the specified goods and services acquired under this Agreement. The reverse charge mechanism places the responsibility for remitting the GST directly on the recipient of the taxable supply, thereby ensuring compliance with GST regulations.

17.2 Consumers Outside the United States.

17.2.1 THE FOLLOWING SECTION DOES NOT APPLY TO PURCHASERS IN THE US: THIS AGREEMENT AND THE SERVICES ARE OFFERED ONLY TO PERSONS WHO ARE NOT CONSUMERS UNDER ANY APPLICABLE LAW. IF CUSTOMER IS A CONSUMER, CUSTOMER IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT AND MUST FOLLOW THE RETURN PROCEDURE SET FORTH BELOW. IN PARTICULAR, IF THE CUSTOMER RESIDES WITHIN THE EUROPEAN UNION, THE CUSTOMER IS A CONSUMER IF THEY ARE A NATURAL PERSON PURPORTING TO ENTER INTO THIS AGREEMENT FOR ANY PURPOSE OUTSIDE CUSTOMER'S TRADE, BUSINESS, CRAFT, OR PROFESSION. IF THE CUSTOMER IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, OR IF CUSTOMER DOES NOT AGREE TO ALL OF THESE TERMS AND

CONDITIONS, THEN CUSTOMER MUST NOT INSTALL, ACCESS, COPY, OR USE THE SERVICES, AND CUSTOMER MUST, WITHIN THREE (3) DAYS, DELETE AND PERMANENTLY ERASE FROM ALL COMPUTER MEMORY AND STORAGE MEDIA ALL COPIES OF THE SERVICES AND RELATED SOFTWARE, AND TO OBTAIN A REFUND, CUSTOMER MUST NOTIFY ARTICULATE IN WRITING COMPLIANCE OF THE FOREGOING.

17.2.2 If Customer resides in Australia, New Zealand, Japan, mainland China, Hong Kong SAR, Macau SAR, Taiwan ROC, the Republic of Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations (ASEAN), then the Singapore International Arbitration Centre (SIAC) will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this Section. Otherwise, the London Court of International Arbitration (LCIA) will administer the arbitration in London under the LCIA Arbitration Rules. There will be one arbitrator that both Customer and Articulate select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and enforceable in any court of competent jurisdiction having jurisdiction over the parties.

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](#)