

ELP Terms and Conditions Addendum

This Addendum sets forth terms and conditions which apply to ELP as listed on an Order Form. These terms and conditions are incorporated into the Order Form with the Riipen Services Addendum, and together, form the “Agreement.”

1. Definitions.

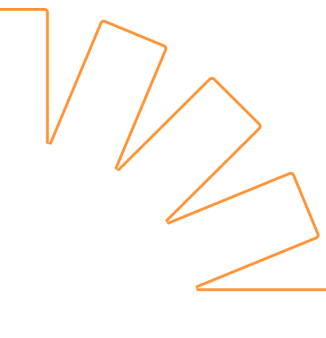
As used in this Addendum and associated Agreement, the following capitalized words have the meaning set out below:

- a. **“Agreement”** means the Agreement, purchase form or any additional order form that references this Addendum and that is agreed to by the parties.
- b. **“Employer Projects”** means real world projects submitted by employers through the Riipen platform, which are designed to provide learners with work integrated learning experiences aligned with defined Experience structures.
- c. **“Experience”** means a structured, time bound learning engagement in which one or more learners complete an Employer Project within defined timelines, roles, milestones, and expected outcomes. An Experience may be delivered within or outside of a formal academic course and is governed by Riipen defined products.
- d. **“Learner Experience”** means the participation of a learner in an Experience.
- e. **“Product”** means a defined offering provided by Riipen, composed of one or more technology components or services.

2. ELP

a. Definition

Riipen Experiential Learning Platform (“ELP”) is a multi-tenant SaaS platform that enables the Customer to deliver structured experiential learning programs through project based Experiences. The platform provides a dedicated environment through which the Customer may create, manage, and operate Experiences, procure Employer Projects from its own employer network, and coordinate participation between learners and employers.



b. **Delivery Structure**

- i. **Implementation.** Implementation of Riipen ELP commences upon execution of the Agreement. All implementation and training activities as detailed in the Order Form must be completed prior to the creation of any Experience or the facilitation of any Learner Experiences

c. **Scope and Restrictions**

The Customer acknowledges and agrees that:

- i. ELP does not include program design, project acquisition, employer sourcing, managed delivery, learner recruitment, payment administration, impact evaluation, or other services.

ELP does not include any guarantee of:

- ii. The success of the Customer's program design or operating model.
- iii. Any specific participation, completion, satisfaction, academic, career, or employment outcomes.

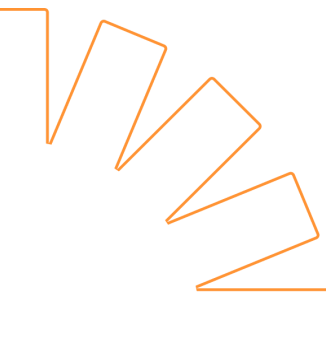
d. **Commercial Terms**

- i. **Fees and Invoicing.** Fees for ELP are invoiced in accordance with the Agreement.
- ii. **Unused Capacity.** Any unused platform capacity, licenses, or permitted usage rights expire at the end of the applicable Agreement term unless expressly agreed otherwise in writing by Riipen.

e. **Customer Obligations**

The Customer shall:

- i. Designate appropriate personnel, including an implementation owner, to participate in implementation and training activities.



- ii. Be solely responsible for program design, Experience setup, learner recruitment, learner eligibility, employer recruitment, employer project procurement, and day-to-day program operation through ELP.
- iii. Provide timely information, cooperation, and support reasonably required for Riipen to configure and enable ELP.

f. Riipen Obligations

Riipen shall:

- i. Provide standard implementation support and training sufficient to enable the Customer to use ELP in accordance with Riipen's standard workflows.
- ii. Provide access to standard platform support channels, documentation, and technical assistance for platform functionality..

g. Term

- i. If participation in an Experience via ELP begins prior to the end of the Agreement term, Riipen may, at its sole discretion, permit completion of such participation after the Agreement term solely for completion purposes such that any such continuation:
 1. Does not extend the Agreement term
 2. Is limited to access necessary for completion
 3. Will not exceed four (4) months beyond the Agreement term unless otherwise agreed in writing

