

Pathway Terms and Conditions Addendum

This Addendum sets forth terms and conditions which apply to Pathway 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.

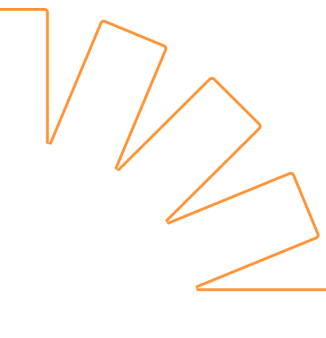
As used in this Addendum and associated Agreement, the following capitalized words have the meaning set out below:

- 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. **“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.
- c. **“Program”** means a structured collection of Experiences delivered under a common set of objectives, timelines, governance, and participant groupings, which may be academic, co-curricular, or workforce-oriented in nature.
- d. **“Product”** means a defined offering provided by Riipen, composed of one or more technology components or services.

2. Pathway

a. Definition

Riipen Pathway (“Pathway”) is a standardized product offering provided by Riipen that enables the Customer to allocate a defined number of eligible learner invitations (“Invite(s)”) to participate in a specified Riipen-operated Program cohort. Pathway is provided as a defined Product with fixed parameters, including Program structure, timelines, eligibility criteria, employer participation model, project format, and capacity, all of which are determined by Riipen from time to



time. Pathway operates entirely within Riipen's existing Program infrastructure and is not customizable by the Customer.

b. **Delivery Structure**

- i. **Implementation.** Implementation of Riipen Pathway commences upon execution of the Agreement and is delivered as specified in Riipen Pathway Schedule.
- ii. **Intake and Enrollment.** Riipen will provide the Customer with a standardized Intake Form for the applicable Program and cohort. The Customer is responsible for distributing the Intake Form to prospective learners within the defined enrollment window. Learner submissions are processed by Riipen and allocated as Invites up to the number purchased, subject to eligibility requirements, enrollment deadlines, and Program capacity constraints.

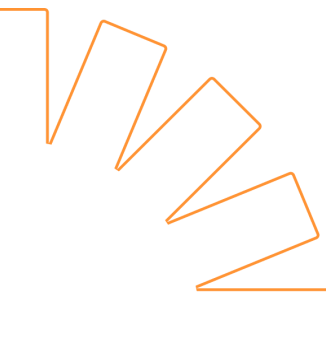
c. **Scope and Restrictions**

The Customer acknowledges and agrees that:

- i. All Program elements, including cohort timelines, structure, eligibility criteria, employer participation, project format, and total capacity, are defined solely by Riipen and are not subject to Customer influence.
- ii. Invites grant eligible learners the opportunity to proceed through Riipen's standard enrollment process but do not guarantee acceptance, participation, completion, or performance.
- iii. All learner participation is subject to applicable Program terms, conditions, and platform requirements, and failure to comply may result in removal or non-completion at Riipen's discretion.

Pathway does not include any guarantee of:

- iv. Learner acceptance beyond eligibility screening
- v. Program capacity availability beyond defined limits



- vi. Learner participation, completion, or performance
- vii. Employer participation or project availability
- viii. Academic, career, or employment outcomes

d. **Commercial Terms**

- i. **Fees and Invoicing.** Fees for Pathway are invoiced in accordance with the Agreement.
- ii. **Participation Adjustments.** All fees are fixed and are not subject to adjustment based on utilization. No refunds, credits, or reallocations will be issued for unused, unutilized, or improperly utilized Invites.
- iii. **Unused Invites.** Unused Invites expire at the end of the applicable Program or cohort and do not roll over to subsequent Programs or cohorts unless expressly agreed in writing by Riipen.

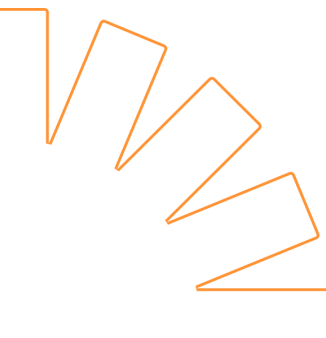
e. **Customer Obligations**

The Customer shall:

- i. Promote the applicable Program and distribute the Intake Form to prospective learners within the defined enrollment window.
- ii. Use commercially reasonable efforts to ensure that all learners to whom the Intake Form is distributed meet the eligibility criteria for the applicable Program and cohort.
- iii. Ensure that no representations are made to learners that are inconsistent with Program eligibility requirements or that imply guaranteed participation, completion, or outcomes.
- iv. Provide timely information, cooperation, and support reasonably required for Riipen to administer Invite allocation and enrollment.

f. **Riipen Obligations**

Riipen shall:



- i. Define and operate the applicable Program and cohort, including Program structure, timelines, eligibility criteria, employer participation model, project format, and capacity.
- ii. Provide and administer the Intake Form and associated systems required to process learner submissions and allocate Invites.
- iii. Enforce Program eligibility requirements, enrollment deadlines, and capacity constraints.
- iv. Provide and manage the infrastructure required to issue, track, and administer Invites within the Riipen platform.

