

# Industry Guided Terms and Conditions Addendum

This Addendum sets forth terms and conditions which apply to Industry Guided 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.”

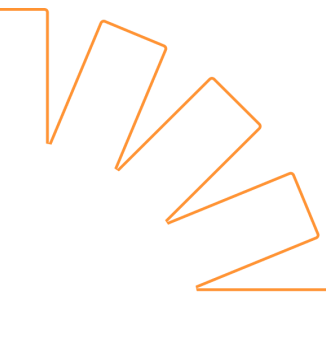
## 1. Definitions.

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. “**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.
- f. “**Product**” means a defined offering provided by Riipen, composed of one or more technology components or services.

## 2. Industry Guided

### a. Definition



**Industry Guided** is a standardized product offering provided by Riipen that enables the Customer to facilitate structured experiential learning engagements through participation in Employer Projects made available via the Riipen platform. Industry Guided is provided as a defined Product with fixed parameters, features, and constraints as determined by Riipen from time to time. Industry Guided is not an employment, internship, or placement program and does not guarantee hiring, compensation, or employment outcomes.

**b. Delivery Structure**

- i. **Implementation.** Implementation of Industry Guided commences upon execution of the Agreement and is delivered with Learner Experiences within identified programs as specified in the Order Form.

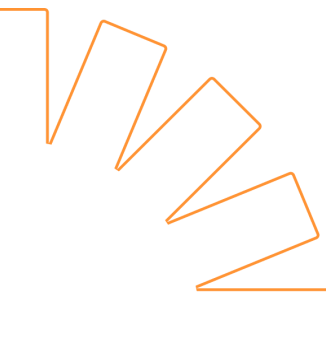
**c. Scope and Restrictions**

The Customer acknowledges and agrees that:

- i. Industry Guided is provided only as a standardized offering and may not be modified, restructured, or customized by the Customer.
- ii. All use of Industry Guided must occur through the Riipen platform. Off-platform delivery, coordination, or execution is not supported.
- iii. Industry Guided does not include any guarantee of:
  1. Employer participation or continued availability
  2. The identity, industry, or nature of Employer Projects
  3. Learner participation, completion, or outcomes
  4. Academic, career, or employment results

Industry Guided does not include any guarantee of:

- iv. The availability, continuity, or completion of any specific Employer Project
- v. The conduct, performance, or participation of employers or learners



- vi. Any specific outcomes resulting from participation in Industry Guided

#### d. Commercial Terms

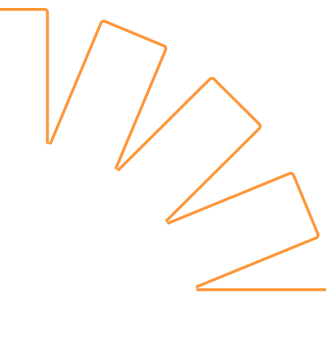
- i. **Fees and Invoicing.** Fees for Industry Guided are invoiced in accordance with the Agreement.
- ii. **Participation Adjustments.** Because Riipen Industry Guided may operate outside of traditional semester structures and may include co-curricular or non-credit experiences, there is no automatic enrollment adjustment mechanism. Riipen may, at its sole discretion, apply an adjustment to fees based on actual Learner Experiences at the conclusion of an Experience, whether participation was higher or lower than committed. Any such adjustment will be documented in writing.
- iii. **Unused Learner Experiences.** Unused Learner Experiences do not roll over to subsequent license years beyond the original Agreement term unless expressly approved in writing by Riipen.

#### e. Customer Obligations

The Customer shall:

- i. Designate appropriate personnel to oversee participation in any Industry Guided program no less than six (6) weeks prior to Experience start date.
- ii. Be responsible for learner recruitment, enrollment, and participation levels.
- iii. Ensure that all users comply with the requirement that all activity, communication, and submissions occur through the Riipen platform.
- iv. Provide timely information, cooperation, and support reasonably required for Riipen to provide Industry Guided.
- v. Where applicable, ensure that any Customer-sourced projects meet reasonable scope and participation requirements and are subject to Riipen approval.

#### f. Riipen Obligations



Riipen shall:

- i. Provide access to and operate the Riipen platform in support of Industry Guided.
- ii. Use commercially reasonable efforts to source and make available Employer Projects where applicable.
- iii. Maintain systems and processes necessary to support delivery of Industry Guided.

**g. Term**

- i. If participation in an Experience via Industry Guided 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

**ii.**

