Sub-schedule 1.2 License Types and Descriptions

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1.0 Definitions

The definitions provided in Clause 1 in Schedule 1: Terms and Conditions for the supply of Services apply to this Sub-schedule.

2.0 License Compliance Verification

2.1 License Compliance Review

ClickLearn may, upon at least thirty (30) days' prior written notice and no more than once in any twelve (12) month period (unless a material breach is reasonably suspected), verify the Customer's compliance with the License scope applicable to the Services.

Verification shall, to the extent reasonably possible, be conducted remotely through review of relevant usage data, license records, and other reasonably requested information. On-site verification may only take place where remote verification is not reasonably sufficient and shall be conducted during normal business hours and subject to the Customer's reasonable security and confidentiality requirements.

2.2 Customer Cooperation and Confidentiality Safeguards

The Customer shall reasonably cooperate and provide accurate information necessary to confirm compliance, provided that such cooperation does not materially disrupt the Customer's business operations.

ClickLearn shall ensure that any verification is conducted in a manner that minimizes disruption and that all non-public information obtained is treated as Confidential Information in accordance with the Agreement.

2.3 Licensed Quantities

Excess use means any use of the Services beyond the licensed quantities.

2.4 Excess Usage and True-Up

If verification reveals material use of the Services beyond the permitted License scope, the Customer shall promptly purchase the required additional Licenses.

Any fees payable for excess use shall be calculated based on the applicable Fees for the relevant License Type and shall apply only to the period of documented excess use, limited to the twelve (12) months preceding the date of verification notice.

2.5 Cost Allocation for Material Non-Compliance

If verification reveals excess use exceeding five percent (5%) of the licensed quantities, the Customer shall reimburse ClickLearn for its reasonable and documented external audit costs.

Appendix A - Subscription License

1.0 Scope and License Variables

1.1 License Model

You obtain a Subscription License by paying an annual fee to ClickLearn, as set out in the Purchase Order. This license grants you access to Services defined in your order.

1.2 License Variables

The license fee depends on which Services you choose, as well as the following variables ("License Variables"):

- **Editions**: Feature sets specified on ClickLearn's website.
- **Platforms**: Supported systems for which Services are licensed, specified on ClickLearn's website.
- **Authors**: Number of named authors, as in your Purchase Order. Authors are the individuals you authorize to create Content, such as employees of you or your affiliates, or others associated with you.
- **End-Users**: Number of end-user licenses, as in your Purchase Order. End-Users are the individuals you authorize to use Content, such as employees of you or your affiliates, or users of your own services, systems or portals.

2.0 Rights and Restrictions

2.1 License Grant

If you have a valid Subscription, ClickLearn grants you a global, non-exclusive, and non-transferable license -without the right to sublicense – for Authors and End-Users to use the Services during the Term, only for your own business operations.

2.2 License Statement and Updates

Any change to your Services, or the lapse of any Service, will be reflected in your current license statement. An updated license statement is available from your portal or you can request it from ClickLearn at any time.

2.3 Distribution Rights and Limitations

You are responsible for all End-Users and must ensure that all individuals accessing Content are covered by a valid End-User License.

You may distribute Content internally and to external users of your own services, systems, or portals.

2.4 Restrictions on Commercial or Third-Party Use

You may not, except where expressly permitted under this Agreement, use the Services to create or distribute documentation, training materials, or enablement content relating to software, products, or services that you develop, market, license, or sell to third parties.

Appendix B - Perpetual License

For the purposes of this Appendix B, “Organization” means the Customer identified in the Purchase Order and any legal entity directly or indirectly controlled by the Customer through ownership of more than fifty percent (50%) of the voting rights or equity interests.

1.0 Scope and License Variables

1.1 License Model

The Perpetual License is purchased from ClickLearn as a one-time payment and provides access to the software edition stated in your Purchase Order.

1.2 License Variables

The fee depends on Services purchased and these variables:

- **Connector License**: Permits recording on specific systems; each authoring license includes a main connector, with optional supplemental connectors. All Authors can use any supplemental connector on the license.
- **Authors**: Number of concurrent Authors, as per your Purchase Order.
- **End-Users**: Unlimited. The fee does not depend on the number of End-Users

2.0 Rights and Restrictions

2.1 License Grant

ClickLearn grants you a perpetual, global, non-exclusive, and non-transferable license – without the right to sublicense – to use the software within your Organization.

2.2 Distribution Rights and Limitations

Content created under a Perpetual License may be distributed internally within your Organization.

You may make your own Content available, free of charge, to End-Users accessing your systems or portals, provided that such Content relates solely to your own internal systems and operations.

You may not, except where required by applicable law or as expressly permitted under this Agreement, distribute Content or Services free of charge or commercially to third parties.

The Perpetual License does not permit use of the Services to create or distribute documentation or enablement materials for software, products, or services offered to third parties.

2.3 Protection Against Unauthorized Use

You must take reasonable steps to prevent unauthorized access or use of the Services and promptly notify ClickLearn of any such occurrence.

2.4 Concurrent Author Model and Installation Rights

Concurrent Author licenses allow anyone employed within your organization to use the software on any connector, as long as concurrent usage does not exceed your licensed number of Authors.

You may install the software on any device, so long as you do not exceed your licensed number of users at the same time.

2.5 Environment Compatibility

ClickLearn does not guarantee that the specified edition will always be supported if you update or change your IT environment.

3.0 Maintenance and Support Requirements

3.1 With a Perpetual License, you must purchase maintenance Services (including cloud access, support, and updates) for at least the first year. After that, you may choose which Services to purchase on an ongoing basis.

Appendix C - Demonstration and Consulting License

1.0 Scope and Pre-conditions

1.1 Eligibility

This License is available to ClickLearn Partners only, and only after entering a partnership agreement.

1.2 Purpose of the License

It is intended for demonstrating and consulting on the Services to prospective customers ("Prospects") of either ClickLearn or the Partner.

2.0 Rights and Restrictions

2.1 License Grant

Subject to the Agreement, ClickLearn grants the Partner a global, non-exclusive, non-transferable license for its Authors to use the Services for demonstrating and consulting with Prospects and Customers, and to access support and customer care as needed for these purposes.

2.2 Permitted Use Cases

This License may only be used for:

- Demonstrating the Services to potential customers;
- Demonstrating the Partner's products that integrate with ClickLearn's products/ services;
- Marketing, selling, or otherwise promoting ClickLearn's or the Partner's integrated or stand-alone products and services;
- Distributing Content to customers holding a valid ClickLearn license, for their internal use.

2.3 Internal Use Limitation

This License does not permit internal business use by the Partner.

2.4 Intellectual Property and Feedback

The Partner acknowledges:

- It has no rights to Customer Data or Content except as explicitly agreed in writing.
- It has no rights or ownership in the Services, or related documentation or Content, except as explicitly granted by this License.
- Any feedback or suggestions about improvements to the Services become the exclusive property of ClickLearn.
- The Partner must not decompile, disassemble, reverse engineer, copy, alter, resell, lease, sublicense, or create derivative works of the Services, except as allowed by law or with ClickLearn's written consent.

Appendix D - Trial License

1.0 Scope and Pre-conditions

1.1 Applicability of the Agreement

A Trial is subject to all relevant terms of the Agreement as they apply to Trial Customers. Use of the Trial is acceptance of these terms.

1.2 Customer Responsibilities During Trial

By requesting or using a Trial, the Trial Customer agrees to ensure everyone it authorizes uses the Services only for the purposes of the Trial, and in compliance with the Agreement.

2.0 Rights and Restrictions

2.1 License Grant

ClickLearn grants the Trial Customer a time-limited, non-exclusive, non-assignable, non-transferable, and revocable license to use the Services for the Trial Period, only for the evaluation of the Services. Authors and End-Users are allowed as agreed.

2.2 Limitations of Use
The Trial is free, non-binding, and automatically expires at the end of the Trial Period. It may not be used for production, commercial, or third-party purposes. Content created during the Trial cannot be used in your organization after the Trial or shared with others.

2.3 Trial Termination Events
The Trial continues until the earliest of:

- The end of the Trial Period as set by ClickLearn,
- The date the Trial Customer purchases a License or Subscription for the relevant Service,
- Termination of the Trial by ClickLearn.

2.4 Data and Content Handling Upon Expiry
All Content generated during the Trial is permanently lost unless the Trial Customer purchases a License for the same Service. The Trial Customer must delete all such Content from their systems. Failure to delete such Content constitutes a breach of the Agreement. All use of the Trial is at the Trial Customer's own risk.

2.5 Application of Selected Clauses
References to "the Customer" shall be interpreted as "the Trial Customer" in this appendix. Trial usage is free of charge, so all payment terms in the Agreement do not apply during the Trial; Clauses 9, 11, 12 and certain termination-related clauses also do not apply.

Appendix E - Independent Software Vendor (ISV) License

1.0 Scope and License Variables

1.1 License Model
The ISV License is available for annual payment and allows you to use the Services to create Content for your own proprietary software or services offered to your customers. This does

not entitle you to create Content for your customers' use of ClickLearn, and you may not act as an authorized reseller.

1.2 License Variables

The License Fee is determined by the specific Services purchased and the following variables:

- Editions (as stated on ClickLearn's website)
- Platforms (as stated on ClickLearn's website)
- Number of Authors (named user licenses, Purchase Order)
- Number of End-Users

2.0 Rights and Restrictions

2.1 License Grant

ClickLearn grants you a global, non-exclusive, and non-transferable license—without the right to sublicense—to use the Services during the Term to create Content relating to your own proprietary software or services offered to your customers.

Content created under this License may be distributed to your customers solely in connection with your own proprietary software or services.

2.2 Restrictions

You may not, except where expressly permitted under this Agreement:

(a) resell, sublicense, distribute, or otherwise make the Services available as a stand-alone product or service;

(b) represent yourself as an authorized reseller, distributor, or partner of ClickLearn unless separately agreed in writing;

(c) use the Services to create documentation, training materials, or enablement Content relating to software, products, or services other than your own proprietary offerings;

(d) create Content for your customers' independent use of ClickLearn;

(e) provide your customers with direct access to the Services except as technically required for the delivery of Content within your own software or service environment.

All rights not expressly granted under this Appendix E are reserved by ClickLearn.

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