

BOOSTERLEARN™ PROGRAM ADDENDUM

The following provisions are incorporated into the Master Subscription Agreement (“*Agreement*”) and specifically apply to Services for and relating to the BoosterLearn™ Program. If there is a conflict between a provision in the Agreement and this Addendum (the “*Addendum*”), the provisions in this Addendum control.

- 1. Definitions.** As used in this Addendum, the following terms shall have the meanings given those terms as hereinafter set forth:

 - a. “*Administrator*” or “*Administrators*” are individuals designated by BizLibrary with the authority to access the BoosterLearn™ Platform and the BoosterLearn™ Pro Platform and administer all Booster Programs and Boosts to Learners.
 - b. “*Boost*” or “*Boosts*” are one or more individual electronic communications that include quizzes, surveys, polls, reflective questions and games that arrive on mobile devices or a desktop after completion of a BizLibrary training course or program.
 - c. “*Booster Enrollments*” means the number of licenses issued to one or more Learners that grant the right to access, use, and receive a Booster Program, including all Boosts in each Booster Program. For the avoidance of doubt, one Learner could be granted access to ten Booster Enrollments or ten different Learners could each receive one Booster Enrollment, which also equals ten Booster Enrollments.
 - d. “*Booster Program*” means a series of Boosts created specifically to enhance and increase retention of materials taught in a particular BizLibrary training course or program.
 - e. “*BoosterLearn™ Platform*” or “*BoosterLearn™ Pro Platform*” means the materials, programs and documentation comprising each individual Booster Program and provided by BizLibrary to Client.
 - f. “*Learner*” or “*Learners*” or “*Users*” are the individuals enrolled in one or more Booster Programs who receive initial and potentially continued communications from one or more Booster Programs.
 - g. “*Pre-Purchased*” means the Client’s ability to purchase, in advance, one or more Booster Programs in blocks of 500 Licenses to accompany the BizLibrary training course or program, at a reduced per-License rate per Booster Enrollment than if Client purchased the Booster Enrollments separate from or after purchasing the BizLibrary training course or program.
- 2. Term of Agreement.** The term of the Services offered in this Addendum commence on the Effective Date of the Agreement and continues until all Subscription Terms for the BoosterLearn™ Program expire or are otherwise terminated as set forth in this Addendum.
- 3. License and Renewal Options.** Subject to Section 4 of this Addendum, Client elects to Pre-Purchase Booster Enrollments, as expressly provided in the applicable Order Form. Individual Booster Enrollments purchased in addition to Pre-Purchased Booster Enrollments will be charged at a rate of \$15.00 per Booster Enrollment, or additional Pre-Purchased blocks can be purchased. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced Licenses will be at BizLibrary’s applicable list price in effect at the time of the applicable renewal.
- 4. Automatic Expiration of BoosterLearn™ Programs.** All Booster Enrollments automatically expire 12-months after the date of issue to Client (“*Issue Date*”), regardless of whether the BoosterLearn™ Program is used by the Client or modules remain unused at the expiration of such 12-month period. Booster Enrollments cannot be suspended during the 12-month period or carried over beyond the expiration of such 12-month period. Pre-Purchased Booster Enrollments are non-refundable. Without limiting any available remedies, BizLibrary may also immediately suspend access to the Services and/or terminate this Addendum if: (a) Client commits a material breach of this Addendum or the Agreement that (if it is capable of being cured) is not cured within 30 days after written notice to Client (and within ten days after written notice to Client in the case of non-payment); or (b) BizLibrary determines that Client’s actions are likely to cause legal liability for BizLibrary or its suppliers or other clients.
- 5. Mobile Applications.** BizLibrary offers the License related to the BoosterLearn™ Program via its website and through related mobile devices (the “*Site*”). Client’s use of the Site is Client’s agreement to abide by the provisions of the License, the Agreement, and this Addendum, as well as terms of use related to the Booster Program as established by BizLibrary from time to time, which Client acknowledges BizLibrary may change or modify at any time in its discretion. Client shall not: (a) copy, modify, or create derivative works based on the License; (b) sell, re-sell, distribute, transfer, sublicense, lease, lend, or rent the License to any third party; (c) reverse engineer, decompile, or disassemble the License; or (d) make the functionality of the License available to multiple users through any means other than in accordance with the License. BizLibrary reserves all rights in and to the Site not expressly granted to Client herein.
- 6. Entire Agreement.** Except as supplemented by this Addendum, the terms and conditions of the Agreement apply to the BoosterLearn™ Program and all such terms and conditions remain in full force and effect. Capitalized terms not otherwise defined in this Addendum have the respective meanings ascribed to them in the Agreement.