

LATTICE UNIVERSITY TERMS OF USE

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1. Access

Upon successfully registering for a Lattice U account using your name and a corporate email address, and subject at all times to your compliance with these Lattice U Terms, and where applicable an Agreement, Lattice grants you a non-exclusive, non-sublicensable, non-transferable right to access and use Lattice U solely for your internal business use. You are required to use complete and accurate information to register for and access Lattice U. Some Lattice U content may only be accessible to you if you access Lattice U as an employee, consultant, contractor, or agent of a Lattice Customer. No rights are granted hereunder for you to access Lattice U or any features or content therein for your or any other party’s commercial use.

2. Your Responsibilities

By accessing and using Lattice U, you understand and agree that your access to and use of Lattice U is conditional upon your agreement to and compliance with the Lattice U Terms. At all times you must comply with all laws and regulations applicable to your access to or use of Lattice U, including any content, materials, or other information provide to or achieved by you through Lattice U. You are responsible for remaining aware of any updates to Lattice U content and features, which may be updated from time-to-time without notice to you. If Lattice determines that you have violated these Lattice U Terms, then upon notice from Lattice, you will promptly remediate any such issues, or cease all use of Lattice U. Where Lattice U provides the opportunity to earn achievements such as through program completions, badges, awards, or certifications (hereinafter a Lattice U “Credential”), you will only use, display, or promote the Credential(s) to indicate that you have satisfied the requirements to achieve such Credential. You are responsible for maintaining the confidentiality of all passwords or credentials you use to access Lattice U, and you agree to notify us promptly of any actual or suspected unauthorized use of your account, or any other breach or suspected breach of these Lattice U Terms. You are also responsible for obtaining and maintaining any equipment and ancillary services needed to connect to the internet in order to access or otherwise use Lattice U, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”), excluding the equipment and technology necessary for us to host and make Lattice U available to you. You are responsible for maintaining the security of the Equipment.

3. Restrictions on Use

- a. Except as specifically provided in these Lattice U Terms, an Agreement, or as expressly permitted by Lattice

in a separate writing, you will not: (i) make Lattice U available to, or use any Lattice U for the benefit of, any third party, (ii) sell, resell, license, sublicense, distribute, rent or lease any portion of Lattice U, or include any portion of Lattice U in a service or outsourcing offering, (iii) use Lattice U to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (iv) use Lattice U to store or transmit any virus, malware, or any other malicious code, (v) interfere with or disrupt the integrity or performance of Lattice U or any third-party data contained therein, (vi) permit direct or indirect access to or use Lattice U in a way that circumvents Lattice U access restrictions, or use Lattice U to access any Lattice or Third Party intellectual property, except as expressly permitted under these Lattice U Terms, an Agreement, or separate writing between you and Lattice, (vii) frame or mirror any part of Lattice U (viii) access Lattice U in order to build a competitive product or service or to benchmark with a non-Lattice U product or service, (ix) reverse engineer, copy, or modify software included as part of Lattice U, (x) utilize Lattice U for improper, fraudulent or other non-legitimate business purpose, or (xi) use, modify, or exploit Lattice U or any content or materials therein in any way that infringes or misuses Lattice's or a third party's rights, including intellectual property or privacy rights, or violates or causes any other party to violate these Lattice U Terms or any applicable law.

- b. Specifically with regard to any Credential, except as specifically provided in these Lattice U Terms, an Agreement, or as expressly permitted by Lattice in a separate writing, you will not (i) misrepresent your Credential status, completion of any Lattice U courses or Credential program activities, or knowledge of Lattice services, or make any statements that are contrary to these Lattice U Terms; (ii) suggest or represent that a Credential creates any warranty or guarantee of your abilities with regard to any Lattice service; (iii) engage in any fraud, misconduct, or engage in any acts or omissions that negatively affect Lattice or a Third Party, or the reputation of Lattice or a Third Party, Lattice U, any Credential, or a Lattice Mark (as defined in Section 5); or (iv) state, imply, or infer that you, or any third party, has any relationship with Lattice, including any preferred status, affiliation, endorsement, partnership or recommendation from or by Lattice. Each Credential is the intellectual property of Lattice, a Third Party, or Lattice's licensors, and you agree that you will not exert or attempt to exert any ownership or other intellectual property rights in any Credential, Lattice U content and material, or register any Credential or Lattice Mark or any confusingly similar marks or logos with the United States Patent and Trademark Office or any other such office, or combine a Credential or any Lattice Mark with any other word, design, or mark.

4. Third Party Content and Features

Access to Lattice U, as well as certain Lattice U content or features, may be provided by Lattice's partners or other third-party service providers, including without limitation WorkRamp, Inc. ("WorkRamp"). As used in these Lattice U Terms, the term "Third Party" means, whether singular or plural, both collectively and each individually, the third party partners and service providers, including WorkRamp, that provide content or features accessible to you in Lattice U. Access to and use of Third Party content and features made available through Lattice U may require and be subject to your agreement to be bound and abide by a Third Party's terms governing permitted or restricted uses of the same. Because we do not control such Third Parties, the availability of or access to any Third Party content or features may be terminated, suspended, or otherwise unavailable at any time, and for any reason. Further, you hereby acknowledge and agree that Third Party content and features provided through Lattice U are provided "as is", are accessed and used at your own risk, and that Lattice has no liability for your reliance on or use of Third Party content or features, including without limitation, their security, requirements, or use of your data. By accessing and using Lattice U, you expressly permit and instruct Lattice to disclose to and collect from Third Parties any information, which may include personal information, that you input into Lattice U or any Third Party content or features therein where required to access or use the same.

5. Ownership

- a. All rights, title, and interest in and to all intellectual property rights in Lattice U are and will remain owned exclusively by Lattice and its licensors, including as applicable Third Parties. All Lattice U content, Credentials, and material, including any names, logos, and trademarks of Lattice (each a "Lattice Mark") or a Third Party made accessible to you through Lattice U are owned or licensed solely by Lattice or a Third Party.

Nothing in these Lattice U Terms provides you with a license or right to copy, maintain, use or run such Lattice U content, Credentials, or material except as expressly and otherwise provided herein, and other than as expressly set forth in these Lattice U Terms or an Agreement, no license or other rights in or to Lattice U or other Lattice intellectual property rights are granted to you, and all such rights are expressly reserved to Lattice U and its licensors or Third Parties. Nonetheless, ownership in all derivatives, modifications, new functionalities, enhancements, and customization related to Lattice U created by Lattice or a Third Party, or by or for you will immediately vest in Lattice, or as applicable a Third Party, upon creation. Nothing in these Lattice U Terms will preclude or restrict Lattice from using or exploiting any concepts, ideas, techniques or know-how of or related to Lattice U. Your use of Lattice U content, Credentials, or material in accordance with these Lattice U Terms does not constitute joint ownership in Lattice's or any Third Party's intellectual property. Use of Lattice Marks without Lattice's prior written consent is expressly prohibited except as otherwise permitted by these Lattice U Terms, an Agreement, or as agreed in a separate writing with Lattice is, and any such permitted use of the Lattice Marks or any Third Party trademarks or logos may be subject to the mark owner's trademark and logo usage guidelines where applicable.

- b. As between you and Lattice, except for any Feedback (as defined below) any information you input into Lattice U is and will remain owned exclusively by you, the Lattice Customer, or your Organization, as applicable. You represent and warrant that you are authorized to, and do hereby, grant Lattice and any Third Parties a worldwide, royalty free license to host, process, analyze, and otherwise use the information you input into Lattice U for Lattice to (i) provide you access to, develop, and improve the Lattice U platform and the content, features and materials therein, and (ii) otherwise use such information consistent with the activities described in these Lattice U Terms, as well as an Agreement and Lattice's Privacy Policy, as each may be applicable.
- c. You agree that Lattice, and as applicable any Third Parties, may collect, use, and otherwise process usage information reflecting your access or use of Lattice U, including in content, features or material therein, to operate, improve and support Lattice U for their own lawful business purposes, including without limitation to monitor your use of Lattice U for compliance with these Lattice U Terms.

6. **Feedback**

If you send Lattice any recommendations, suggestions, proposals, ideas, improvements, or other feedback regarding Lattice U or any Lattice services ("Feedback"), such Feedback will be the exclusive property of Lattice, and Lattice may use it for any purpose. To the extent you own any rights in the Feedback, you agree to assign and hereby do assign to Lattice all right, title, and interest in and to the Feedback, and you acknowledge and agree that Lattice is under no obligation to compensate or credit you for such assignment. In the event the Feedback is subject to any rights that cannot be or are not effectively assigned to Lattice hereunder, you hereby grant Lattice an irrevocable, perpetual, royalty-free, license to use, incorporate, and further develop such Feedback without any restrictions or attribution.

7. **Privacy**

You may be required to input certain personal information in order to access and use Lattice U. Personal information collected by Lattice related to your access to and use of Lattice U will be used to provide you with access to Lattice U content, activities, and other materials within Lattice U. You control what information Lattice U collects when you register for and use Lattice U, provided successful registration for Lattice U requires you to provide your name, email address, employer or company name, and whether you use Lattice services. Lattice will process personal information input into Lattice U in accordance with these Lattice U Terms and Lattice's Privacy Policy. If you are not an existing Lattice Customer, where permitted under applicable law, we may use your personal information to send you information related to other Lattice services, content, resources, and events. You can "unsubscribe" or "opt-out" of such communications at any time using the manners described in our [Privacy Policy](#). If you access or use Lattice U through a Lattice Customer or your Organization, personal information input by or collected about you through Lattice U may also be processed in accordance with an Agreement between Lattice and the Lattice Customer or your Organization, as applicable. In such case Lattice may also share your Lattice U enrollment information and course progress through completion with your applicable Lattice Customer or Organization administrators. This may include individual data such as your name, email

address, course enrollment date, course end date, and if applicable any Credential earned. If you access or use any Lattice U content or features provided by a Third Party, including but not limited to WorkRamp, any personal information you input through such access or use may be collected by such Third Party and disclosed to Lattice. Any personal information collected by a Third Party will be processed in accordance with such Third Party's privacy policy. We encourage you to review any such Third Party privacy policies prior to accessing or using Third Party content or features through Lattice U. Finally, Lattice U enrollment and completion data may also be used in aggregate form to develop and improve Lattice U content and material.

8. Suspension and Termination

As between you and Lattice, you have no obligation to use Lattice U, and you may cease use of Lattice U at any time in your sole discretion. Lattice may suspend your access to Lattice U or terminate these Lattice U Terms for no reason or any reason at Lattice's sole discretion, including if you breach the Lattice U Terms or violate any applicable law. Lattice may suspend access to or decommission Lattice U at any time for any reason or no reason, at which time these Lattice U Terms will also terminate. Termination of the Lattice U Terms or your suspension from Lattice U will result in a termination of your right to access or use any Lattice U content or materials. Any provision of the Lattice U Terms that by its express terms or nature and context are intended to survive termination of these Lattice U Terms will survive termination of these Lattice U Terms. Following termination of the Lattice U Terms, Lattice will have no obligation to maintain or provide any data or information to you, and thereafter may retain, delete, or destroy all copies of such data or information, except if Lattice is required to retain, delete, or destroy data or information for legal purposes.

9. Warranty and Liability Disclaimer

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10. Indemnification

You will defend any claim brought against Lattice or a Third Party to the extent such claim relates to or arises from (a) your use of Lattice U or any content, material, or features therein other than in accordance with these Lattice U Terms, or (b) Lattice's or a Third Party's use of information you input into Lattice U to register for, access, or use Lattice U or any

content, features, or material therein (provided such information is used by Lattice or a Third Party in accordance with the Lattice U Terms). You will indemnify and pay all damages (including reasonable attorney fees) finally awarded against Lattice or a Third Party (or amounts agreed in a monetary settlement) with respect to any such claim.

11. **General**

The Lattice U Terms (together with any Agreement and linked terms) contain the entire agreement of the parties concerning the subject matter of the Lattice U Terms and supersede all prior communications, representations, agreements, and understandings, either oral or written between the parties with respect to such subject matter. The parties are independent contractors. These Lattice U Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. You may not assign the Lattice U Terms, in whole or part, without the prior written consent of Lattice, and any attempt to transfer your rights or obligations under the Lattice U Terms will be void. The Lattice U Terms will be governed by and construed under the laws of the State of California without reference to conflict of laws principles. The provisions of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Acts will not apply to the Lattice U Terms in any manner whatsoever. With regard to any dispute between you and Lattice arising hereunder, you agree to be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and you further agree and consent to the exclusive jurisdiction and venue of such courts. If a provision of the Lattice U Terms is determined to be unenforceable or invalid, the provision will be revised so as to best accomplish the objectives of the parties as evidenced by the Lattice U Terms. Otherwise, any provision found to be unlawful, unenforceable, or void that cannot be so revised will be severed from the remainder of the Lattice U Terms, and the remainder of the Lattice U Terms will continue in full force and effect without said provision. Waiver of any term of the Lattice U Terms or forbearance to enforce any term by Lattice shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of the Lattice U Terms. Except with regard to any Third Party as described herein, there are no third-party beneficiaries to the Lattice U Terms, and you acknowledge that Lattice will have no obligations or liability whatsoever to any third parties with which you do business.