

LATTICE FIRST CUSTOMER PROGRAM PARTICIPATION AGREEMENT

This Lattice First Customer Program Participation Agreement (the “**Agreement**”) constitutes an agreement entered into between Degree, Inc. (d/b/a Lattice) (“**Lattice**”), a Delaware corporation located at 360 Spear Street, Floor 4, San Francisco, CA 94105, and the entity or organization that accesses the Lattice Service through a subscription agreement with Lattice and that indicates its acceptance of this Agreement as a condition of participating in the First Customer Program (“**Customer**”). This Agreement sets forth the terms and conditions governing Customer’s participation in the First Customer Program, and is effective as of the date accepted by Customer (“**Effective Date**”). By accepting this Agreement, Customer agrees to the terms of this Agreement in a legally binding manner. If you are an individual accepting this Agreement on behalf of Customer, you represent that you have the authority to bind Customer to the terms and conditions of this Agreement. If you do not have such authority, or if you or Customer do not agree with the terms and conditions set forth herein, you must not accept this Agreement and Customer may not participate in the First Customer Program. In addition to the foregoing, and for the avoidance of doubt, this Agreement is intended to supplement the Lattice Terms of Service and/or any other agreement between Customer and Lattice (referred to hereafter, individually or collectively, as the “**Terms**”), and in the event of a direct conflict between this Agreement and any other Terms, solely with respect to the subject matter of the First Customer Program, this Agreement will govern.

The parties propose to work together in connection with one or more new products or product features (the “**Features**”) that are not yet, and may not be, released by Lattice. Customer will pilot and provide feedback (the “**Purpose**”), and the parties wish to set out herein the terms and conditions upon which their respective Confidential Information (as defined below) may be disclosed to or used by the other in connection with the Purpose. In consideration of the covenants and conditions set forth below, the parties agree as follows:

Confidential Information. As used in this Agreement, “Confidential Information” means any information, including, without limitation, business, technical, financial, and marketing information, that is in written, oral, or any other form, that a party designates as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential. Under this Agreement, the party receiving Confidential Information shall be referred to as the “Receiving Party,” and the party disclosing Confidential Information shall be referred to as the “Disclosing Party.” “Confidential Information” does not include information that: (i) is in the public domain at the time it was disclosed or subsequently comes into the public domain through no fault of the Receiving Party; (ii) is already known to the Receiving Party before receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of Confidential Information; or (iv) becomes known to the Receiving Party, on a non-confidential basis, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party.

Nondisclosure and Use. A Receiving Party shall retain in confidence any Confidential Information received from the Disclosing Party. Except with the prior written consent of the Disclosing Party, the Receiving Party shall not disclose such Confidential Information to any other person or use such Confidential Information for any purpose other than the Purpose under this Agreement. Confidential Information may be disclosed only to employees or consultants of the Receiving Party or any parent or subsidiary of the Receiving Party who have a need to know such information, provided that such persons are made aware of this Agreement and either (i) agree to observe the terms of this Agreement or (ii) are bound by obligations of confidentiality to the Receiving Party of at least as high a standard as those imposed on the Receiving Party under this Agreement. The Receiving Party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information.

Customer Acknowledgements. Customer acknowledges and agrees that this Agreement is limited in scope to the Features included, at Lattice’s sole discretion, in the First Customer Program, and that such Features do not constitute (i) the subscription Software or Services as described in the Lattice Terms of Service and provided to Customer under an applicable Order Form, (ii) professional services as may be offered or performed by Lattice under a separate Statement of Work or other written agreement, or (iii) any other provision of a deliverable or performance of a service that requires anything more than minimum effort by Lattice.

No Warranty. Customer acknowledges and expressly agrees that the performance of the Features, and any data or other information provided to or used by Customer in relation to the Features, is performed and provided “as-is” and at Customer’s sole risk without

warranty of any kind, and that Lattice specifically disclaims all other warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, accuracy, compliance with applicable law, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by applicable law. Customer understands and agrees that Lattice is not liable for any claims arising from the performance, provision, or Customer's use of the Features, whether directly or indirectly, and that the Features, and any performance, provision, or use thereof is not subject to any service level agreement or any warranties of any kind.