

Please read these Terms of Service carefully because they are a binding agreement between you and 3t Transform Limited, ("**3t**" or "**We**"). These Terms of Service govern your use of the Site (defined below) and any other websites that link to these Terms of Service and the services offered on or through those websites, and our Software (defined below). By using the Site or Software, you are agreeing to be bound by these Terms of Service and our Privacy Statement. These Terms of Service and any related purchase order, statement of work, quotation order, signed invoice, and/or letter agreement collectively constitute an agreement (the "**Agreement**"). Please note that this Agreement contemplates a license of the Software, not a sale. You have no ownership rights in the Software or Documentation, and your rights to access and use the Software and Documentation are limited to those rights expressly set forth herein.

Your Account

You may be required to create an account and specify a password in order to use the Software and certain services or features on the Site. Account registration requires you to submit certain personal information, that may or may not include such information such as your name, address, mobile phone number, and other information. To create an account, you must be at least 18 years old, and you must provide truthful and accurate information about yourself. If your information changes at any time, please update your account to reflect those changes.

The Software and Service features and functionalities available to you are determined by the subscription tier and the specific terms agreed to with 3t and you or the organization (e.g., your employer or another entity or person) that entered into a separate agreement (collectively "**Customer**") that governs delivery, access, and use of the Software and Service. In some cases, an account may be assigned to you by an administrator, such as your employer or educational institution. If you are using or logging into an account assigned to you by an administrator, additional terms may apply to your use of the Software and Sites. Moreover, your administrator may be able to access or disable your account without our involvement.

You may not share your account with anyone else. Please keep your password confidential. If you believe that your account has been compromised at any time, please notify your system administrator.

Fees

In consideration for the rights granted under this Agreement, Customer shall pay 3t the license fee for the usage limits set forth in the Order Form ("**Fee**"), which amounts shall be paid up front for the entire Initial Term. Unless otherwise set forth in the Order Form, all payments under this Agreement are to be in GBP and are non-refundable. If Customer's use of the Software exceeds the usage limits set forth on the Order Form, or otherwise requires the payment of additional fees (per the terms of this Agreement), 3t will invoice Customer in arrears for such additional usage and Customer agrees to pay the additional Fees in the manner provided herein. If you choose to set up your corporate account to electronically pay the Fee, you will also be required to provide a valid payment method (either a credit card or accepted payment partner). You grant us the right to provide any information you submit to us to third parties for purposes of facilitating the completion of any monetary transactions initiated by you or on your behalf. Unless you provide written notice of non-renewal, your account will be charged the Fee for the next renewal term. If you cancel before the upcoming renewal date, you will not be charged the Fee for the renewal term. If 3t has granted access to all or certain portions of the Software free

of charge for evaluation purposes or to a beta version free of charge for testing purposes, continued use following any evaluation or testing period may result in charges for such continued use. If such charges are not specified in an applicable Order Form, 3t will use reasonable efforts to provide notice of such charges and the option to cancel any continued use rather than pay the charges.

Taxes. All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Unless Customer provides evidence of non-profit status, Customer will be responsible for payment of all such taxes (other than taxes based on 3t's income), if any, fees, duties and charges, and any related penalties and interest, arising hereunder.

Disputed Charges. Any payment dispute shall be notified in writing to the other Party within thirty days of any such payment. Payments shall be calculated based on records maintained by 3t.

Late Payment. Any undisputed payment not received within thirty days after the due date will accrue interest at a rate equal to 4% above the base rate of the Bank of England from time to time. If Customer is more than fifteen days delinquent in its payments, 3t may, upon written notice to Customer, modify the payment terms to require advance payment for the full amount of the fees for the remainder of the Term, suspend Customer's access to the Software, and/or require other assurances to secure Customer's payment obligations due hereunder.

Grant of license

Subject to the terms and conditions of this Agreement, 3t grants you a non-transferable, non-exclusive license to use the Software and the Documentation, provided that you do not (and do not allow any third party to): (i) modify, adapt, reverse engineer, decompile, disassemble, reverse assemble, or otherwise attempt to discover any source code of the Software; (ii) sell, rent, sublicense, lease, loan, adapt, edit, or modify the Software or the Documentation; or (iii) create any derivative works from the Software. In addition, you agree not to (1) post, send, submit, publish, or transmit in connection with the Site any material that involves the unauthorized entry to any machine accessible via the Software; (2) interfere with the Site or any servers or networks connected to the Site; (3) disobey any requirements, procedures, policies or regulations of networks connected to the Site; (4) attempt to breach the security of or disrupt Internet communications on the Site, including without limitation accessing data to which you are not the intended recipient or logging into a server or account for which you are not expressly authorized; (5) execute any form of network monitoring or run a network analyzer or packet sniffer or other technology designed to intercept, decode, mine, or display any packets used to communicate between the Site's servers or any data not intended for you; or (6) attempt to "crack" or circumvent authentication or security of any content, host, network, or account on or from the site. (7) there is no tolerance for objectionable content or abusive users.

Reservation of rights

3t retains all right, title, and interest to the Software and Documentation (including, but not limited to, its look-and-feel, interface designs, reports, the images, photographs, animation, video, audio, music, text, and/or applets incorporated therein), including, but not limited to, all patents, copyrights, trademarks, trade secrets, trade names, moral rights, and other proprietary rights therein. You acknowledge and agree that the Software and Documentation are protected by

copyright laws, other intellectual property laws, and international treaties. You may not remove any copyright or other proprietary notices from the Software (including, but not limited to, any web-presence or web-enabled notices, code, or other embodiments originally contained in or dynamically or otherwise created by the Software) and Documentation. All trademarks, service marks, trade names, and other logos and marks associated with the Software and Documentation are the property of 3t and/or its suppliers and may only be used for the limited purpose of identifying the Software and its output. All other uses and rights in and to the Software and/or Documentation not expressly granted herein are reserved to 3t and its suppliers. You agree to reasonably cooperate with 3t's policies to protect the Software and Documentation from unauthorized use, illegal reproduction, or illicit distribution.

Certain defined terms

For purposes of this Agreement, the following terms shall have the following respective meanings:

“Confidential Information” means any and all current and future information, in whatever form, comprising trade secrets (as determined by applicable law) or non-public product information, technical or financial information, forecasts, customer names, hiring and employment practices, proprietary business methods, processes, or methodologies, and other non-public business information that may be disclosed between the parties, whether or not designated as “confidential” or “proprietary” if it would be reasonably understood under the circumstances of its disclosure to be confidential or proprietary; and User Data and PII. Confidential Information shall not include information if and only to the extent that the recipient establishes that the information: (i) is or becomes a part of the public domain through no act or omission of the recipient; (ii) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (iii) is disclosed with the prior approval of the discloser; (iv) is independently developed by the recipient without reference to or recollection of the Confidential Information of the discloser; (v) becomes known to the recipient from a source other than the discloser without breach of this Agreement by the recipient and in a manner which is otherwise not in violation of the discloser's rights; or (vi) is disclosed by the recipient pursuant to a requirement of a governmental agency, court order, or by operation of law, provided that the recipient shall disclose only that part of the Confidential Information which it is required to disclose, shall notify the owner prior to such disclosure, and shall disclose such information only if governed by an appropriate protective order or contractual agreement to maintain the confidentiality of the information.

- **“Documentation”** means all documents, product descriptions, system requirements, specifications, user manuals, studies, and other materials in connection with the Software or the Site.

- **“PII”** means a User's legally protected personally identifying information.

- **“Privacy Policy”** shall mean the privacy statement posted at the Site regarding 3t use of PII collected through the Site.

- **“Site”** means the Trivie website currently at <http://www.trivie.com> or any one or more masked websites linked to the Site

- **“Software”** means 3t’s service and software, comprising Tests, mobile apps, modules, content, and other resources accessible on the Site.
- **“Support Services”** means all customer set up, configuration, customization, consulting, ongoing support, analyses, reports, and training that 3t may provide you in connection with this Agreement or your use of the Software.
- **“Test”** means the test consisting of a series of questions and answers that a User may take by accessing the Software through a computer or mobile device.
- **“Test Results”** means the score and related analyses of a completed Test.
- **“User”** means an employee, prospective employee, independent contractor, trainee, administrator, customer, or other person granted access to the Software.
- **“User Data”** means the Test Results and PII associated with a User.

Terms and termination

This Agreement will be effective as of the date set forth in an applicable Order Form (**“Effective Date”**). Unless otherwise set forth in the Order Form, the license shall begin on the Effective Date and will continue for Initial Term, unless earlier terminated in accordance with this Agreement, and will automatically renew for successive one-year terms, unless you provide written notice of non-renewal at least thirty days before the end of the then-current term (the Initial Term, together with any renewal terms, collectively, the **“Term”**). Either party may terminate this Agreement at any time as follows, unless another commercial contract is in place between the parties: (i) immediately upon written notice to the other party, only in the event of a material breach by the other party of the confidentiality or intellectual property ownership terms set forth herein; (ii) upon 30 days prior written notice to the other party in the event of a material breach by the other party of any terms and conditions of this Agreement other than as set forth in subsection (i) above, including (without limitation) for failure to pay fees due to 3t under this Agreement, and the failure to cure such material breach during such 30-day period; and/or (iii) immediately in the event that the other party makes a general assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium. In addition, 3t reserves the right to deny you access to the Software if you (a) have failed, within five days after receipt of written notice requesting payment, to pay all sums due under this Agreement that are not reasonably disputed by you; or (b) are otherwise in default or breach of a material provision of this Agreement. The expiration or termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve you of your obligation to pay all fees that have occurred or are otherwise accruing or owed under this Agreement.

As soon as practicable following the expiration or termination of this Agreement, but not longer than 30 days, each party shall return to the other party all property belonging to or owned by such other party, including, but not limited to, its Confidential Information and all copies thereof (or, at the request of a party, shall certify in writing the destruction thereof) and, in the case of 3t, its Documentation. Following the expiration or termination of this Agreement, you shall have no further access to the Site or use of the Software. Upon your written request within 90 days following the expiration or termination of this Agreement, 3t will transmit to you within 30 days

of such request, at no cost to you, a record of all Test Results resulting from Tests taken by your Users during the term of this Agreement. Such transmission shall be in the form of an electronic feed that shall be accessible without the need for special software. 3t shall have no obligation to maintain any or your data more than 90 days following the expiration or termination of this Agreement.

Your Express Acknowledgments and Agreements.

By using the Software, you acknowledge and agree to each of the following:

- You are solely responsible for the questions and answers appearing in any Test.
- You shall determine in your sole discretion whether and how to use the Software and/or any Test Results, provided, however, that you may not use the Software or any Test Results to discriminate against Users on the basis of any legally or otherwise protected status, such as race, color, religion, sex, national origin, sexual orientation, age or disability.
- Only upon your prior written instructions will 3t share User Data with third parties. 3t shall not be responsible for the use and dissemination of such information by such third parties.

Data processing

A comprehensive explanation of our use of data can be found at <https://www.3tglobal.com/data-protection/>

Upgrades

3t reserves the right to provide to you, from time to time and at its sole discretion, upgrades of the Software and/or Documentation, which shall be deemed "Software" and "Documentation," as applicable, and licensed to you only under the terms and conditions contained herein.

Limited warranty

3t represents and warrants: (i) it shall use reasonable efforts to maintain the Software in a manner which minimizes errors and interruptions; and (ii) the Software will perform substantially in accordance with the Documentation.

Disclaimer of warranties and limitation of liabilities

EXCEPT AS EXPRESSLY SET FORTH IN "LIMITED WARRANTY" ABOVE, 3t PROVIDES THE SOFTWARE, DOCUMENTATION, AND (TO THE EXTENT PROVIDED) SUPPORT SERVICES "AS IS" AND DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. FURTHER, NEITHER 3t NOR ITS LICENSORS WARRANT: (A) THAT THE SOFTWARE WILL MEET YOUR EXPECTATIONS, INCLUDING, BUT NOT LIMITED TO,

YOUR DECISION TO HIRE OR TERMINATE A CANDIDATE BASED ON THE TEST RESULTS; (B) THAT THE SOFTWARE WILL NOT CAUSE AN ADVERSE OR DISPARATE IMPACT UPON ANY EQUAL EMPLOYMENT OPPORTUNITY; (C) THAT THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE (ALTHOUGH 3t WILL NOTIFY YOU AS SOON AS PRACTICABLE IF IT BECOMES AWARE OF ANY BREACH OF SECURITY AND WILL MAKE COMMERCIALY REASONABLE EFFORTS TO CLOSE OR MITIGATE SUCH BREACH AS SOON AS POSSIBLE); (D) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE; OR (E) THAT ALL ERRORS IN THE SOFTWARE WILL BE CORRECTED (ALTHOUGH 3t WILL MAKE COMMERCIALY REASONABLE EFFORTS TO CORRECT ANY ERROR IN THE SOFTWARE AS SOON AS PRACTICABLE FOLLOWING NOTIFICATION OF ITS EXISTENCE). IN NO EVENT SHALL EITHER PARTY, ITS AUTHORIZED USERS, DISTRIBUTORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF THE PARTY OR ITS AUTHORIZED USERS, DISTRIBUTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE LIABILITY OF EITHER PARTY AND ITS USERS AND SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE RETAIL PRICE OF THE SOFTWARE.

Privacy policy

A comprehensive explanation of our privacy policy can be found at <https://www.3tglobal.com/data-protection/>

Indemnification

3t agrees to defend at its own expense, and to indemnify and hold harmless, you and your parent and subsidiaries, and your and their respective employees, officers, directors, stockholders, agents, licensors, Users, and their respective successors and assigns (collectively, the "Client Indemnitees") from and against any and all claims, suits, liabilities, judgments, and expenses (including, but not limited to, the payment of reasonable attorneys' fees, costs of investigation, and costs of suit incurred in connection with such defense), in law or in equity, and will defend or settle at 3t's expense and your request, any claim, demand, action, or other proceeding brought by a third party against a Client Indemnitee arising out of or based upon any claim: (i) that results from a breach of 3t's Limited Warranty; (ii) that the Software or the Documentation, solely and not in combination with any other software, system, technology, or method, directly infringes on any globally registered patent, trademark, or copyright; or (iii) that relates to 3t's misuse or disclosure of your Confidential Information or a User's PII (provided that 3t shall not be liable for the disclosure of Confidential Information or PII resulting from security breaches beyond its reasonable control). Any obligation of 3t to provide defense or indemnification hereunder is contingent upon you: (a) giving 3t prompt written notice of any such claim, in no event less than 10 days prior to the due date for any response; (b) providing 3t reasonable assistance in defending or settling same; and (c) agreeing that 3t solely controls the defence and/or settlement thereof. Notwithstanding the foregoing, the defence or indemnification obligations set forth above shall not apply to: (1) 3t's dissemination of PII collected through the Site to third parties at your written instruction; and (2) the use and dissemination of PII by such third parties.

You agree to defend at your own expense, and to indemnify and hold harmless, 3t, its parent and subsidiaries, and its and their respective employees, officers, directors, stockholders, agents,

licensors, and their respective successors and assigns (collectively, the “3t Indemnitees”) from and against any and all claims, suits, liabilities, judgments, and expenses (including, but not limited to, the payment of reasonable attorneys’ fees, costs of investigation, and costs of suit incurred in connection with such defense), in law or in equity, and will defend or settle at your expense and 3t’s request, any claim, demand, action, or other proceeding brought by a third party against a 3t Indemnitee arising out of or based upon any claim: (i) that results from any unauthorized use of the Software or Documentation; (ii) by any User based on a hiring or termination decision made by you as a result of the Software; (iii) that results from your breach of your Express Acknowledgements and Agreements set forth above; (iv) that results from 3t’s dissemination of PII to third parties at your written instruction, or the use and dissemination of PII by such third parties; or (v) that relates to your misuse or disclosure of 3t’s Confidential Information. Any obligation of yours to provide defense or indemnification hereunder is contingent upon 3t: (a) giving you prompt written notice of any such claim, in no event less than 10 days prior to the due date for any response; (b) providing you reasonable assistance in defending or settling same; and (c) agreeing that you solely control the defense and/or settlement thereof.

Entire agreement; governing language

This Agreement, together with any letter agreement or other business term sheet associated herewith, and such addenda, exhibits, schedules, and riders as may currently or subsequently be attached hereto or that reference this Agreement from time to time, constitutes the entire agreement between you and 3t concerning the subject matter hereof, and supersedes any and all prior agreements. Any modification of this Agreement must be in writing and signed by an authorized officer of 3t. This Agreement is in the English language only, and the English language shall control this Agreement in all respects. You waive any rights that you may have under the laws of your country for this Agreement to be written in the language of that country. This Agreement shall be governed by the laws of England and Wales.

Miscellaneous

A waiver by 3t of a breach of any provision of this Agreement shall not operate as, or be construed as, a waiver or breach of any other provision of this Agreement. If any part of this Agreement is held invalid, void, or unenforceable, that part shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the balance of this Agreement shall remain in full force and effect. Except as otherwise expressly provided herein, neither this Agreement nor any rights or obligations hereunder may be transferred, sublicensed, or assigned by you without 3t’s prior written consent, which it may grant or withhold in its sole discretion, and any attempt to the contrary will be void and a material violation of this Agreement; provided, however, that you may assign the license granted herein to your wholly-owned subsidiaries who have agreed to be bound by all of the terms and conditions contained in this Agreement without 3t’s prior consent. 3t may assign this Agreement and the obligations hereunder to any wholly -owned subsidiary, successor to its business, or acquirer of its assets, whether by merger or acquisition, without your prior consent. 3t reserves the right to disclose to third parties that you are a customer of 3t. Any notices to 3t under this Agreement shall be deemed to be given when deposited in the Mail by certified or registered mail, postage prepaid, and addressed in writing to: Cobalt 13a, 9 Silver Fox way,

Cobalt Business park, Newcastle, NE270QS, attention Compliance. Other communications with 3t may be made via e-mail to your nominated account manager.

Support Services

With an account in good standing, email and in-app support are included at no additional cost. Support Services are available from 8:30am to 5pm, Monday – Friday GMT, excluding holidays (“Support Hours”). Support Service requests will be answered within one business day of receipt during Support Hours. We do not promise or guarantee any specific response time. We may limit or deny your access to Support Services if we determine, in our reasonable discretion, that you are acting, or have acted in a way that results or has resulted in misuse of support or abuse of a 3t representative. Issues resulting from your use of API's or your modifications to code in the Software may be outside the Support Services.