



END USER LICENSE AGREEMENT

TERMS AND CONDITIONS

This End User License Agreement includes the terms and conditions contained herein and form a binding contract between the Ordering Activity under GSA Schedule contracts identified in the Order (“**Customer**”, “**you**”, or “**your**”) and Docebo Inc. and its corporate affiliates (“**Licensor**”, “**we**”, or “**us**”) (the (“**EULA**” or “**Terms and Conditions**”). These Terms and Conditions govern your access to and use of the Software Services.

THE PARTIES: (A) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS; (B) REPRESENT AND WARRANT THAT THEY HAVE THE RIGHT, POWER, AND AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS; (C) IF ENTERING INTO THESE TERMS AND CONDITIONS FOR AN ORGANIZATION, THAT THEY HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY; AND (D) ACCEPT AND AGREE THAT THEY ARE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

Section 1 DEFINITIONS

“**Content**” means Docebo Data and Third Party Content.

“**Customer Data**” all electronic data and information input by the Customer or End Users into the Docebo Software excluding Content.

“**Derivative Works**” means any suggestions, contributions, enhancements, improvements, additions, modifications, or statutorily defined derivative works to the referenced software or other Materials.

“**Docebo App(s)**” means applications that allow the functionalities, advanced architecture capabilities, and integration between third-party systems and the Software Services.

“**Docebo Content**” means certain online courses and educational products provided by or through the Docebo Software.

“**Docebo Data**” means proprietary information gathered or created by Docebo and provided to Customer as part of the Software Services, excluding Third-Party Content (as defined herein).

“**Docebo Software**” means the internet based Docebo software technology and related Software Services provided by Docebo, and that are accessible to the Customer and its End Users via a web browser through the internet.

“**Documentation**” means the user documentation and any other operating, training, and reference manuals relating to the use of the Software Services, as supplied by Docebo to the Customer, as well as any Derivative Works thereof.



“**End User**” means an employee of the Customer or individual third party, in each case who is over the age of 18, who is authorized by the Customer to use the Software Services and has been provided individual login credentials.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.

“**Marks**” means service marks, trademarks, trade names, logos, and any modifications to the foregoing.

“**Materials**” means data, information, pictures, documentation, audio, video, artistic works, writings, and other works of authorship.

“**Party /Parties**” each of Licensor and the Customer are sometimes referred to herein, individually and collectively.

“**Software Services**” means all services provided by Docebo under these Terms and Conditions.

“**Term**” means the period running from the Effective Date until termination by either Party.

Section 2 **SOFTWARE SERVICES**

2.1 Docebo Software

- (a) During the Term Docebo will provide the Customer and its End Users with remote access to the Docebo Software. During the Term, and subject to compliance with these Terms and Conditions, Docebo grants to the Customer a worldwide, non-exclusive, non-transferable, non-assignable (except as provided herein), and limited right and license to allow End Users to remotely access the Docebo Software that is located on the Docebo server, in accordance with the terms of these Terms and Conditions.
- (b) The Customer acknowledges that certain maintenance activities regarding the Docebo Software may be necessary or appropriate, from time to time, including bug fixes, software updates, feature updates, and the addition of new applications and new modules. In most instances, the Docebo infrastructure is designed to support updates by the Docebo engineering and support teams without the need to interrupt the Docebo Software.

2.2 General Technical Requirements

Using the Software Services requires a modern web browser that supports cookies and JavaScript. Docebo neither represents nor warrants that the Software Services will be accessible through *all* web browser releases or all versions of tablets, smartphones, or other computing devices. The Software Services currently support the following browsers <https://www.docebo.com/online-training-lms-system-requirements/> (which is subject to change, with reasonable notice, in Docebo’s sole discretion). Regardless of any changes to



such supported browsers, Docebo warrants that, at any one given time, it will maintain support for a reasonable cross-section of commonly used current version browser releases.

2.3 Content

- (a) *Third-Party Content.* As provided herein, certain portions of the Software Services and certain Materials, including certain online courses, educational products and Docebo Content, may (i) be provided or owned by third-parties, or (ii) uploaded into the Software Services by the Customer or its End Users (“*Third-Party Content*”). In the event that the Customer (through its authorized personnel and/or authorized End Users) purchases any Third-Party Content in connection therewith, it can be imported into the Software Services by linking such Customer’s third-party account to the Software Services. The Customer acknowledges and agrees that: (i) Docebo does not develop and does not control any third-party provider or Third-Party Content accessed in such a manner, (ii) and the availability of the same should not be considered as an endorsement of such sites or any Materials, products or information offered on such sites, (iii) the ability to import any such Third-Party Content into the Software Services does not guarantee that the same will function error free or for Customer’s intended purposes, (iv) no representations or warranties regarding the same are made by Docebo, (v) Docebo is not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Software Services, and (vi) unless the same is required by Docebo for usage in connection with the Software Services, it is solely responsible for accessing, entering into and complying with any terms and conditions governing such Third-Party Content.
- (b) *Third-Party Links.* The Software Services may allow Customer or its End Users to (i) leave the Software Services and/or access third party websites and content, (ii) access the Software Services through third party websites, or (iii) embed links to third party content as or into Customer Data (any of the foregoing, “*Third-Party Links*”). The Customer acknowledges that any such Third-Party Links are used at Customer’s sole risk, are not under Docebo’s control and that Docebo is not responsible for the contents, performance or security of any Third-Party Link. Any Content accessed by Customer through such Third-Party Links shall be subject to such agreement as is entered between Customer and the applicable third party content provider.
- (c) *Protective Action.* Docebo may, but does not have any obligation to, block information, transmissions or access to certain information, services, products or domains—including Third-Party Content—if the same is deemed reasonably necessary to protect the Software Services, Docebo’s network, the public or Docebo’s customers or users, or comply with applicable laws (each, a “*Protective Action*”). Docebo may, at the Customer’s prior written request, also execute a Protective Action, on behalf of the Customer, and, in any such event, shall have no liability to any party as a result of such actions. In the event that Docebo executes a Protective Action, it shall promptly notify the Customer of the same, and work with the Customer to remedy any condition leading to the same, as expeditiously as possible.

2.4 Use Provisions

- (a) *Account Activation.* Docebo will provide the Customer with a Docebo account in order to use the Software Services. The Customer may then choose an account name for its web space (e.g., myname.docebosaas.com) that is not already in use by another Docebo customer. The Customer, and its End Users, are, respectively, fully responsible for all activities performed on, with or through their account. The Customer agrees that it will, and will inform each End User that it shall: (a) provide true, accurate, current and complete information as prompted by the registration form in the Software Services (the “*Registration Data*”), (b) maintain and promptly update the Registration Data to ensure the information is true, accurate, current and complete, (c) promptly, and without undue delay, inform Docebo of any confirmed or reasonably suspected unauthorized use of an account or any other breach of security, and (d) endeavor to exit from the account at the end of each work session. Docebo undertakes no obligation to verify the Registration Data provided by the Customer or its End Users. If Customer breaches subsection (c) above, Docebo may, upon reasonable notice and opportunity to cure, temporarily suspend the Customer’s or any End User’s account and refuse any and all current or future use of the Software Services (or any part of them), until such condition is remedied to Docebo’s reasonable satisfaction.
- (b) *Password Confidentiality.* Each End User that uses the Software Services must choose a password when registering. The Customer will inform such End Users of their obligation to maintain the confidentiality of the passwords. The Customer’s administrator(s) will also be assigned an initial password or passwords for access to and use of the Software Services, which such administrator(s) shall change when first accessing the Software Services. The Customer acknowledges that once the initial password provided to the Customer is changed, Docebo does not retain the technical ability to retrieve such passwords and Customer will need to follow the steps to reset its password if lost or forgotten. The Customer is fully responsible for all activities that occur using the Customer’s password, and each End User shall be fully responsible for all activities that occur using their password.
- (c) *End Users.* In relation to the End Users, the Customer undertakes that: (i) it will not direct or knowingly permit any user subscription to be used by more than one individual End User concurrently and (ii) if any compliance verification procedures reveal that any password has been provided to any individual who is not an authorized End User, then, without prejudice to Docebo’s other rights, the Customer shall promptly disable such passwords and Docebo shall not issue any new passwords to any such individual.

Section 3

OWNERSHIP; USE OF CUSTOMER DATA AND STATISTICAL INFORMATION.

3.1 For Docebo

All title, ownership rights, and Intellectual Property Rights in and to the Docebo Software and all Docebo Marks (and all Derivative Works and copies thereof) are and will remain owned



exclusively by Docebo. The Customer acknowledges that the Docebo Software, in source code form, remains proprietary information of Docebo and that the source code is not licensed to the Customer by these Terms and Conditions and will not be provided or escrowed by Docebo.

3.2 For Customer

All title, ownership rights, and Intellectual Property Rights in Customer Data that the Customer owns, and/or that the Customer or its End Users uploads to the Software Services, will remain owned exclusively by the Customer, or other third party(ies), as the case may be. Customer will be solely responsible for (i) the accuracy, quality, content, legality and use of Customer Data, including the means by which Customer Data is acquired and transferred by Customer or its End Users outside of the Software Services, (ii) obtaining any licenses, permissions or authorizations required for any use of the Customer Data, and (iii) complying with all applicable terms and conditions of any third party website related to Customer Data obtained from such third party website or its use in connection with the Software Services. Customer grants to Docebo the necessary licenses and rights to Customer Data solely as necessary for Docebo to provide the Software Services to Customer. Docebo may evaluate Customer's use of the Software Services which may include reviewing Customer Data. Docebo may, for internal purposes only, use Customer Data to improve the Software Services.

3.3 Statistical Information

Docebo may also use Customer Data in an aggregated and anonymized form for the analysis, operation and improvement of the Software Services (the "**Statistical Information**"). Docebo may use and disclose the Statistical Information for the foregoing purposes, provided that they do not include any data that would reveal the identification of Customer, Customer Data, or any other Customer Confidential Information. Docebo retains all rights, title and interest in and to such Statistical Information.

Section 4 INTENTIONALLY OMITTED

Section 5 RECEIPT OF SOFTWARE SERVICES; GENERAL PARTY OBLIGATIONS.

5.1 Technical Requirements

In accordance with the requirements set forth in these Terms and Conditions, the Customer must have the required equipment, software, and internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment, any Customer software, and internet access is solely the Customer's responsibility. Internet access and mobile connectivity is not included in the Software Services purchased from Docebo, and the Customer is personally responsible for internet access with the service provider of its choosing. Docebo cannot be held responsible for any malfunction of the internet, mobile connection, or any antivirus protection system installed by the Customer on their device.

5.2 Use of Docebo Software and Software Services

- (a) The Software and Software Services may be used only for Customer's own lawful business purposes. The Customer shall not knowingly, and shall not knowingly permit others, in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or

otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Docebo, or interfere with another party's use of the Software Services; (ii) publish, upload, ship, distribute or disseminate any harmful, infringing, fraudulent, tortious, or unlawful material or information (including any unsolicited commercial communications); (iii) misrepresent, or in any other way falsely identify, the Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (iv) transmit or upload any Material through the Software Services containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Docebo's, or any other person's or entity's, network, computer system, or other equipment; (v) interfere with or disrupt the Software Services, networks or servers connected to the Docebo Systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Software Services; (vi) attempt to gain unauthorized access to the Software Services, other Docebo customers' computer systems or networks using the Software Services through any means; (vii) copy, modify or create Derivative Works or improvements of the Software Services or the Docebo Software; (viii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Software Services or Docebo Software, in whole or in part; (ix) bypass or breach any security device or protection used by the Software Services or Docebo Software or access or use the Software Services or Docebo Software other than through the use of then valid access credentials; (x) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property rights notices from any Software Services or the Docebo Software; (xi) access or use the Software Services or the Docebo Software for purposes of the development, provision, or use of a competing software service or product, or (xii) sell, resell, assign, pledge, transfer, license, sublicense, distribute, rent or lease the Software Services or Docebo Software.

- (b) Docebo has no obligation to monitor the Customer's use of the Software Services and the Docebo Software; however, Docebo reserves the right, upon confirmation of material non-compliance with the terms of this EULA, to monitor such use, and to review, retain and disclose any information as necessary to ensure compliance with the terms of this EULA and to satisfy or cooperate with any applicable law or regulation, or duly served legal process or governmental request.

5.3 Compliance with Law

Both Parties will observe and comply with all applicable laws in connection with their performance under these Terms and Conditions. Customer will notify the other, promptly and without any undue delay, of any discovered unauthorized use of the Software Services related to the Customer's receipt of such Software Services hereunder; provided that Customer is legally able to give such notice. Docebo may temporarily suspend the Software Services, upon notice and a reasonable opportunity to cure, in the event of a material violation by the Customer of any obligation contained in this Section 5, until such violation ceases and Docebo receives reasonable assurances that such violation will not continue. If Docebo believes, in its sole reasonable discretion, that the software, computing equipment, API or network systems owned or controlled by Docebo (collectively, "**Docebo Systems**") are being currently used for criminal activity, in a manner that violates the legal rights of Docebo, Docebo's customers



(including the Customer), any user of the Docebo Software or other third party, or is experiencing an actual data loss or data misappropriation, or that the continued operation of the Docebo Systems places the Docebo Systems in potential danger of data loss, data breach, or catastrophic failure, then such temporary suspension may occur prior to the giving of such notice to the Customer.

5.4 Application Programming Interface Provisions

- (a) In connection with its use of the Docebo Software, the Customer may, in some operating environments, be provided with access to an 'instance' of the Docebo Software (a "**Docebo Instance**"). The Docebo Instance may be accessible through an Application Program Interface (API) requiring login and API credentials (the "**Docebo Credentials**"). Docebo allows the Company to control, track, and monitor End Users with access to the API Credentials.
- (b) Docebo provides documentation disclosing certain aspects of its Docebo Software functionality (the "**API Protocols**"), which may be updated from time to time provided however such change will not result in a material degradation of the Customer's ability to use the Software Services. Docebo expressly disclaims and shall have no liability with respect to how the API Protocols are used, except to the extent that it has directed the same. Docebo takes no ownership interest in or rights to any third-party software code that incorporates the API Protocols.
- (c) In order to enable the functionality provided by the API Protocols, a requesting party must serve licensed Docebo Credentials to the Docebo Instance. The Customer expressly understands that Docebo does not go beyond a verification of proper Docebo Credentials to validate whether or not access to or use of a customer's Docebo Instance is authorized. Accordingly, an unauthorized party may use misappropriated, although valid, Docebo Credentials to gain access to and employ the functionality of an otherwise properly licensed Docebo Instance. Once the Docebo Credentials are validated by the Docebo Instance, any software code that is written in accordance with the API Protocols will function with the Docebo Instance as designed. Thus, any unauthorized dissemination and distribution of the Docebo Credentials may lead to an unauthorized use of a Docebo Instance. Docebo expressly disclaims and shall have no liability to the Company, or any third party, for any loss or damages resulting from how the API Protocols are used, unless and to the extent that the same may be attributable to Docebo's actions.

Section 6 CONFIDENTIALITY

6.1 Confidential Information

“**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) that is of value to its owner and is treated as confidential (including all information which is subject to treatment as a ‘trade secret’ under applicable law) or should otherwise be reasonably understood to be confidential, in light of the context in which it is disclosed. Customer Data and Statistical Information shall expressly be considered



as Confidential Information hereunder. Docebo Software, Documentation, and the terms and conditions of these Terms and Conditions (including pricing) shall expressly be considered as Confidential Information. For purposes of these Terms and Conditions, Confidential Information does not include any information that: (i) the Receiving Party establishes was publicly known at the time of the Receiving Party's receipt or has become publicly known other than by a breach of these Terms and Conditions; (ii) prior to disclosure hereunder, it was already in the Receiving Party's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to any disclosure hereunder, the information is obtained by the Receiving Party on a non-confidential basis from a third-party who has the right to disclose such information; or (iv) was developed by the Receiving Party without any use of any of the Confidential Information as evidenced by appropriate documentation.

6.2 Disclosure

The Parties agree that, during the Term of these Terms and Conditions, each Party may disclose to the other Party certain Confidential Information of such Party or of such Party's associated companies, distributors, licensors, suppliers, or customers.

6.3 Requirement of Confidentiality

- (a) Each Receiving Party agrees to hold all Confidential Information disclosed to such Receiving Party by the Disclosing Party in confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Confidential Information disclosed by the Disclosing Party to any third party, or utilize the Confidential Information disclosed by the Disclosing Party for any purpose whatsoever other than as expressly contemplated by this EULA.
- (b) The Customer acknowledges that the Docebo Software and Documentation issued in connection with these Terms and Conditions, are the Confidential Information of Docebo.
- (c) With regard to all Confidential Information, the obligations in this Section 6 shall continue for the term during which the Services are accessed and use by the Customer and for a period of three (3) years thereafter; provided, however, that, with respect to any Confidential Information which is a trade secret under applicable law, the obligations shall continue in perpetuity for so long as such information is considered a trade secret.
- (d) Notwithstanding anything to the contrary herein, if the Receiving Party is ordered by an administrative agency or other governmental body of competent jurisdiction to disclose the Confidential Information, then the Receiving Party may disclose the requested Confidential Information; provided however, that, the Receiving Party shall first notify the Disclosing Party prior to disclosure, if allowed by law, in order to give the Disclosing Party a reasonable opportunity to seek an appropriate protective order or waive compliance with the terms of these Terms and Conditions and shall disclose only that part of the Confidential Information which the Receiving Party is required to disclose. Docebo recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite

being characterized as “confidential” by the vendor; *provided that*, the Party in receipt of such request shall immediately notify the other party and shall not release any records unless and until directed to do so by such party. Prior to release, the Disclosing Party will have the right to submit a redacted copy of the records or information which shall be reasonably redacted at their discretion to conceal those portions of the records or information that such party claim is Confidential Information or otherwise constitutes as exempt disclosure under applicable public records laws.

6.4 Return of Materials

Upon the request of the Disclosing Party or upon the expiration or termination of this EULA, the Receiving Party shall promptly destroy or deliver to the Disclosing Party all of the Disclosing Party’s Confidential Information and any notes, extracts or other reproductions in whole or in part relating thereto, without retaining any copy thereof. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain such copies of Confidential Information as may be reasonably necessary for legal or recordkeeping purposes, including such copies as are embedded in the automated backup of electronic data processing systems.

Section 7 INTENTIONALLY OMITTED

Section 8 LIMITED WARRANTY AND DISCLAIMER.

- (a) Docebo represents and warrants to the Customer that: (i) it will provide the Software Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it has all rights, licenses, consents and authorizations necessary to grant the rights and licenses granted in these Terms and Conditions; (iii) the Software Services delivered will operate substantially in conformity with its Documentation under normal use and circumstances; (iv) the Documentation accurately and completely reflects all material features and functions of the Software Services; and (v) it shall comply with all applicable federal, state, provincial and local laws, rules, and regulations when performing its obligations under these Terms and Conditions.

- (b) OTHER THAN AS EXPRESSLY SET FORTH IN THIS EULA, NEITHER DOCEBO, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE CUSTOMER, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SERVICES OR OTHERWISE REGARDING THIS EULA, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS EULA, THE SERVICES ARE PROVIDED TO THE CUSTOMER ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, AND ARE FOR COMMERCIAL USE ONLY.

WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY



OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON-MATERIAL ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SERVICES WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED OR RECOMMENDED BY DOCEBO, OR THAT THE SERVICES FUNCTIONALITY WILL MEET THE CUSTOMER'S REQUIREMENTS.

**Section 9
INTENTIONALLY OMITTED**

**Section 10
INTENTIONALLY OMITTED**

**Section 11
TERMINATION**

11.1 Termination

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Docebo shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

11.2 Survival

Termination of these Terms and Conditions issued hereunder shall not affect Section 6 (Confidentiality), Section 12 (Miscellaneous), all of which shall expressly survive such termination.

**Section 12
MISCELLANEOUS**

12.1 Governing Law

These Terms and Conditions will be exclusively construed, governed and enforced in all respects in accordance with the Federal laws of the United States of America.

12.2 Dispute Resolution; Waiver of Jury Trial

- (a) Reserved.
- (b) EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL,



IRREVOCABLY WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS EULA.

12.3 International Conventions

The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to these Terms and Conditions or the Parties.

12.4 Severability

In case any one or more of the provisions of these Terms and Conditions should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12.5 Entire Agreement

These Terms and Conditions constitute the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous oral or written communications, representations, understandings, agreements or proposals with respect thereto.

12.6 Waiver

No failure or delay by a Party to exercise any right or remedy provided under these Terms and Conditions, or by law, shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 No Third-Party Beneficiaries

This EULA is personal to the Parties and no third parties shall be considered beneficiaries hereof, for any purposes.

12.8 Additional Policy Compliance

Each of the Parties hereby represents and warrants that they shall comply with all laws, regulations or other requirements relating to business ethics of any Country in which Software Services are performed or received hereunder. Each Party represents and warrants that it has not taken any action prior to the date hereof that would subject the other to liability under any such laws that are aimed at preventing bribery or corruption and agrees and covenants not to take any action that would subject the other Party to the same. Docebo has implemented and complies at all times with a Code of Business Conduct and Ethics, which is available at: https://s24.q4cdn.com/246292444/files/doc_downloads/doc_gov/2021/March-10-2021-Docebo-Code-of-Business-Conduct-and-Ethics.pdf.

[End of End User License Agreement]