

# UpSkill, LLC.

## MANAGED SERVICES ADDENDUM TO SUBSCRIPTION AGREEMENT

Version: 2024

This Managed Services Addendum (this “Addendum”) is incorporated into the UpSkill, LLC. (“Health Scholars”) Subscription Agreement (the “Agreement”) with respect to any Managed Services (as defined below) provided by Health Scholars to Customer in conjunction with any other Services. All capitalized terms used herein but not expressly defined in this Addendum shall have the meaning as set forth in the Agreement.

### 1. DEFINITIONS.

“Hardware” means Health Scholars-owned equipment provided for Customer’s use in connection with the Services, including without limitation computers, monitors, virtual reality (“VR”) headsets, accessories and/or other equipment- specifics will be set forth in an Order Form.

“Managed Services” means the provision of the services described below as “Managed Services” by Health Scholars to Customer pursuant to the terms of this Addendum; the term “Services” shall include any Managed Services provided by Health Scholars, as applicable.

“VR Services” means the virtual reality services provided by Health Scholars to Customer on a subscription basis under the Agreement.

### 2. DESCRIPTION OF MANAGED SERVICES.

Managed Services means those services among the following as purchased by Customer for Health Scholars to provide in conjunction with and as part of the Services under the Agreement:

- (i) the temporary loaning of Hardware to Customer;
- (ii) remote monitoring the functionality of the Hardware;
- (iii) pre-load purchased Health Scholars Content onto Hardware;
- (iv) update Health Scholars purchased Content; and
- (v) update Hardware operating system and firmware.

Where and when feasible, Managed Services will include remote uploading by Health Scholars of system and firmware updates; however, on occasion Customer’s assistance may be necessary and required. Health Scholars will provide advance notice to Customer when updates are needed unless the update is needed immediately for security, regulatory or clinical accuracy.

Health Scholars will provide remote help desk support (“Help Desk”) to Customer for issues that arise with the Hardware or Managed Service. In the event Hardware support is required by Customer, Customer shall submit a support ticket (“Tickets”) to the Help Desk via email to [support@healthscholars.com](mailto:support@healthscholars.com). Health Scholars will utilize commercially reasonable efforts to respond within one business day to new Ticket

submissions; issue resolution timing will vary depending on the nature of an issue. 100% uptime for the Services is not guaranteed.

Health Scholars will not manage non-Health Scholars content or any equipment other than Hardware as part of the Managed Services. Unless specifically authorized in writing by Health Scholars, Customer will not load any third-party content or use the Hardware for any other purpose other than access and usage of Health Scholars Content.

Health Scholars reserves the right to replace any Hardware with a functional equivalent at any time and in its sole discretion. In the event of a defective or non-operational Hardware, Health Scholars will either repair or replace said Hardware, in its discretion. In all cases, Customer will be responsible for shipping costs of any Hardware to Health Scholars.

### 3. CUSTOMER RESPONSIBILITIES

Absent prior written consent by Health Scholars, in its sole discretion, Hardware shall be utilized solely and exclusively in connection with the VR Services. **Customer shall have a designated supervisor trained in the safe usages of the Services and any VR headset(s) present at all times the Hardware is being utilized with the Services to administer and supervise use of the Hardware and VR Services.** Customer shall have sole responsibility for proper and safe use and enjoyment of the Services, including any use of Hardware, and to the fullest extent permitted under applicable law, Customer shall defend and indemnify Health Scholars for any claim brought against it arising out of the use of any Hardware and/or VR Services.

While Health Scholars shall provide Hardware, Customer will be responsible for providing additional consumable or discretionary supplies needed to operate the Hardware, which may include replacement batteries, face gaskets, cables, etc. Customer is responsible for appropriately cleaning the VR headsets per manufacturer and Health Scholars guidelines.

Customer shall secure Internet access and appropriate network configuration (“Internet Access”), as required for functionality of the Hardware and VR Services at the Customer business location(s) or site(s) of usage. The Internet Access specifications may change over time at the discretion of Health Scholars. Health Scholars must be provided Internet Access to Hardware in order to perform the Managed Services.

Customer shall at all times keep Hardware in a safe and secure environment, and shall be responsible for any damage, loss or theft of Hardware. Customer shall be responsible for all costs associated with Hardware loss or damage to Hardware other than due to Hardware defects. At the end of the Managed Services term, Customer will return all Hardware to Health Scholars in good working condition, other than light wear and tear from use. Title to all Hardware shall remain with Health Scholars at all times.

Customer shall provide a technical point of contact to assist Health Scholars in the Managed Services and be the coordination point for Hardware usage at Customer’s location(s).

### 4. OCULUS HEADSETS

In the event Oculus by Facebook VR headsets are provided by Health Scholars among the provided Hardware, the following policies are hereby incorporated into this Addendum, with Facebook as an express third-party beneficiary of said terms:

- Oculus for Business Privacy Disclosure policy (<https://business.oculus.com/legal/enterprise-privacy-disclosure>);
- Oculus for Business Enterprise Use Agreement (<https://business.oculus.com/legal/enterprise-use-agreement>); and
- Headset Extended Community License Addendum to the Enterprise Use Agreement (<https://business.oculus.com/legal/headset-extended-community-license>).

**[End of Managed Services Addendum]**