

General Purchase Terms and Conditions
Blanchard Training and Development, Inc., d.b.a. Blanchard®
Update Date: April 14, 2025

1. Applicability; Effective Date. These general purchase terms and conditions (these “**Purchase Terms**”) are between Blanchard Training and Development, Inc., a California corporation d.b.a. Blanchard®, with its principal office located at 125 State Place, Escondido, California 92029, U.S.A. (“**Blanchard**”), and the client purchasing the Deliverables (each a “**Client**”) (Deliverables is defined in section 2). These Purchase Terms apply where there is no prior signed written agreement between the parties governing Client’s purchase of the Deliverables. If there is such an agreement, that agreement supersedes these Purchase Terms. These Purchase Terms take effect on the earlier of the following: (a) the first date Blanchard begins delivering the Deliverables, or (b) the date scheduled Professional Services with Blanchard are confirmed by email (Professional Services is defined in section 2).

2. Definitions.

“**Blanchard Programs**” means the Blanchard programs, program content, and facilitation content that Blanchard provides to Client.

“**Blanchard Programs and Services**” means the Blanchard Programs and the Professional Services, collectively.

“**Claim**” means (a) any third-party judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding and (b) any resulting damages, costs (including reasonable out-of-pocket legal fees and related costs), settlement amounts, and liabilities of any kind, in each case arising from or related to the third-party action, suit, claim, investigation, or proceeding.

“**Client Personal Data**” means data supplied by Client to enable Blanchard to provide the Deliverables that relate to an identified or identifiable natural person, either when used alone or when combined with other information, such as name or username, contact information (email, phone number, address), and date of birth.

“**Confidential Information**” means proprietary or sensitive information, technology, materials, and know-how disclosed by one party to the other, marked as confidential, or which, by its nature or the circumstances of its disclosure, should reasonably be treated as confidential. Confidential Information does not include information that: (a) is or becomes publicly available other than through the receiving party’s breach of these Purchase Terms; (b) is independently developed by the receiving party; (c) is lawfully obtained from a third party; or (d) was known to the receiving party prior to disclosure.

“**Deliverables**” means the Blanchard Programs and Services and Third-Party Content, collectively.

“**Force Majeure Event**” means any event or circumstance, whether foreseeable or not, that is beyond a party’s control and that prevents that party from fulfilling any of its obligations under these Purchase Terms (excluding payment obligations).

“**Intellectual Property**” means all copyrights, Trademarks, trade secrets, patents, patent applications, contract rights, inventions, know-how, and other proprietary rights, including all “moral rights,” whether existing now or in the future, anywhere in the world.

“**Professional Services**” means any services that Blanchard performs for Client.

“**Third-Party Content**” means third-party services, content, or materials that Blanchard is authorized to sell and that Blanchard provides to Client.

“**Trademark**” means a party’s logo, trademarks, service marks, trade names, insignia, and trade dress.

3. Deliverables. Per Client’s request, Blanchard will provide Client with the Deliverables specified in the Blanchard quote provided to Client (each a “**Quote**”). If the purchasing transaction between Blanchard and Client does not include a quote, any reference in these Purchase Terms to a Quote will be deemed a reference to the invoice associated with the purchasing transaction.

4. Intellectual Property; License Grants.

4.1. Retention of Rights and Ownership. Each party retains its rights and interest in its Intellectual Property, Confidential Information and, for Client, in Client Personal Data.

4.2. Blanchard Grant of License.

- A)** Blanchard hereby grants Client a limited, world-wide, non-exclusive, non-transferable, non-assignable license to use the Blanchard Programs and Services for internal training and development purposes and solely for the purposes for which the Blanchard Programs and Services were designed. Blanchard hereby grants each Client employee or member of Client’s organization that receives access to the Blanchard Programs and Services (each a “**Participant**”) a limited, world-wide, non-exclusive, non-transferable, non-assignable license to download, print, and save copies of downloadable content that is part of the Blanchard Programs for personal, non-commercial use in association with the rights conveyed under these Purchase Terms.
- B)** Except as expressly stated in these Purchase Terms, the license granted to Client and to Participants does not include the right to grant sublicenses, modify, copy, reprint, reproduce, duplicate, translate, create any derivative works, alter, adapt, incorporate into other works, archive, reverse-engineer, audio-record, video-record, sell, publish, or broadcast Blanchard Programs and Services. Client will not, and Client will not allow or assist any third party to access or use the Blanchard Programs and Services in any manner that: (a) would violate any applicable law or infringe on the rights of any person; (b)

would interfere with or disrupt the integrity or performance of any Blanchard Programs and Services; and (c) is not set forth in these Purchase Terms. Client and Participants may not use the Blanchard Programs and Services to train, retrain, tune, validate, modify, update, or otherwise improve any artificial intelligence system.

- 4.3. Customized Content; Client Grant of License.** If Blanchard customizes preexisting Blanchard content for Client's use (the resulting content, the "**Customized Content**") any Confidential Information or Intellectual Property that Client provides and that is incorporated into the Customized Content remains Client's exclusive property. If Client provides Blanchard with Client's Intellectual Property for inclusion in the Customized Content, Client hereby grants Blanchard a limited, world-wide, non-exclusive, non-transferable, non-assignable license to use Client's Intellectual Property solely to produce the Customized Content for Client. Except for content that Client provides to Blanchard and that is incorporated into the Customized Content at Client's request, the Customized Content is Blanchard's Intellectual Property. The work-for-hire doctrine does not apply to Blanchard's Intellectual Property.
- 5. Aggregated Usage Data and Feedback.** Blanchard may collect data on Client's use of the Blanchard Programs and Services. "**Aggregated Usage Data**" means data that Blanchard collects on Client's use of the Blanchard Programs and Services and then aggregates and anonymizes so that it does not identify any individual or Client. Blanchard may use Aggregated Usage Data: (a) in the ordinary course of business; (b) for research, assessment, development, or statistical purposes; or (c) in connection with artificial intelligence systems. Blanchard retains all rights, title, interest, and intellectual property rights in: (i) Aggregated Usage Data; and (ii) any new software, services, updates, revisions, improvements, derivative works, or modifications to the Blanchard Programs and Services that Blanchard develops using Aggregated Usage Data. Blanchard may use artificial intelligence systems to process Aggregated Usage Data in connection with the Blanchard Programs and Services. Blanchard may also use Aggregated Usage Data to train, retrain, tune, validate, modify, update, or otherwise improve artificial intelligence systems, the Blanchard Programs and Services, or any other Blanchard product or service. Blanchard monitors, measures, and assesses the artificial intelligence systems it uses for accuracy and reliability; however, these systems and their outputs may not always be accurate or complete.
- 6. Confidential Information.** Each party will keep the other party's Confidential Information confidential and will use or share Confidential Information only as necessary to fulfill its obligations under these Purchase Terms or as permitted in this section. Each party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event with less than reasonable care. Confidential Information may be disclosed by the receiving party if required by court order, applicable law, or other lawful administration processes. In these cases, the receiving party will take reasonable steps to minimize the scope of the disclosure. Upon termination of these Purchase Terms and upon written request from the disclosing party, the receiving party will: (a) for tangible materials, either return or destroy the disclosing party's Confidential Information and (b) for digital records, either delete or anonymize the disclosing party's Confidential Information. However, the receiving party may retain archived copies of the disclosing party's Confidential Information if necessary to comply with legal or accounting obligations.
- 7. Security Measures and Client Personal Data.** Client grants Blanchard the right to process Client Personal Data to the extent necessary for providing the Deliverables. Blanchard will implement appropriate technical and organizational security measures required under applicable data privacy and protection law. Blanchard will use Client Personal Data: (a) as instructed by Client, (b) in compliance with applicable data privacy and protection law, and (c) solely as necessary to provide the Deliverables. Blanchard will not transfer or make Client Personal Data available to third parties except as provided in these Purchase Terms and (i) as needed to provide the Deliverables and (ii) as permitted under applicable law.
- 8. Third-Party Content.** If Client purchases Third-Party Content, Client authorizes Blanchard to share Client Personal Data with the third party as needed to complete the transaction. Client acknowledges that: (a) use of Third-Party Content may be subject to the third party's terms; (b) access to Third-Party Content is subject to the third party's privacy, data, and security policies, and any other agreements Client may have with the third party; and (c) access duration to the Third-Party Content may differ from Blanchard Programs. Blanchard disclaims all liability for Blanchard's disclosure of Client Personal Data to the extent needed to complete the transaction, the third party's subsequent use of the Client Personal Data, and any services provided by the third party. Blanchard assumes no responsibility or liability for Client's procurement, access, and use of Third-Party Content.
- 9. Representations; Disclaimer.**
- 9.1. Blanchard Representations.** Blanchard will perform its obligations under these Purchase Terms with diligence, skill, and care, and in accordance with current industry standards. Blanchard represents that it has the necessary rights to the Blanchard Programs and Services to grant the rights it grants to Client under these Purchase Terms.
- 9.2. Client Representations.** Client represents that it has the necessary rights and, where applicable, the required consents to grant the rights it grants to Blanchard under these Purchase Terms.
- 9.3. Disclaimer.** The Deliverables are provided as-is and as-available. Except as expressly stated in these Purchase Terms, and to the maximum extent permitted by law, Blanchard disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, compliance with laws, or technical performance. Blanchard does not represent or warrant that the Deliverables will be uninterrupted, timely, error-free, virus-free, or available at all times.

Blanchard does not represent or warrant that the Deliverables will comply with the American with Disabilities Act (ADA) or the Web Content Accessibility Guidelines (WCAG) 2.1.

10. Indemnification.

10.1. Indemnification by Blanchard. Blanchard will defend, indemnify, and hold harmless Client against any Claim to the extent it: (a) arises from Blanchard's negligent or willful acts or omissions that result in bodily injury or death to any person or loss, disappearance, or damage to Client's tangible or intangible property, or (b) alleges that the Blanchard Programs and Services infringe or violate the Intellectual Property or other proprietary rights of the third party bringing the Claim. However, Blanchard will have no liability under this section to the extent a Claim arises from: (i) content provided by Client that was incorporated into the Customized Content at Client's request; (ii) Client's use of the Blanchard Programs and Services in a manner that violates the scope of rights granted under these Purchase Terms or otherwise violates their intended use; or (iii) Client's failure to implement modifications or updates to the Blanchard Programs and Services that Blanchard supplied to Client and deemed necessary for continued use.

10.2. Indemnification by Client. Client will defend, indemnify, and hold harmless Blanchard, its affiliates, and their respective successors, directors, officers, employees, and agents against any Claim to the extent it arises from: (a) content provided by Client that was incorporated into the Customized Content at Client's request; or (b) Client's infringement, misuse, or misappropriation of Blanchard's Intellectual Property.

11. Limits of Liability. Except as provided in this section, neither party will be liable to the other for any consequential, special, indirect, incidental, exemplary, or punitive damages (including damages for lost data, revenue, or profits) arising from these Purchase Terms. This limitation applies regardless of the legal theory of liability, including breach of contract, tort, strict liability, and breach of warranty. Each party's total aggregate liability to the other under these Purchase Terms will not exceed the amounts paid or payable to Blanchard by Client under these Purchase Terms in the twelve months preceding the event giving rise to the liability. These limitations on liability do not apply to liability arising from: (a) a party's indemnification obligations under these Purchase Terms; (b) a party's misuse or misappropriation of the other party's Intellectual Property; or (c) a party's willful misconduct or fraud.

12. Business Terms.

12.1. Payment. Client will pay Blanchard the amount stated in the Quote for the Deliverables plus any applicable travel expenses. Unless the parties agree otherwise, payment is due in full within 30 days of the invoice date. Payment is eligible for a 2% discount if it is made in full within 10 days of the invoice date and submitted via ACH or wire transfer. If the parties agree to payment terms exceeding 30 days, the price increases as follows: 2% for 60 days, 4% for 90 days, and 6% for 120 days. If Client does not pay any amount when due: (a) Blanchard may charge Client interest at 1.5% per month on the outstanding balance, and (b) if any amount remains unpaid more than 30 calendar days past due, Blanchard may suspend delivery of any of the Deliverables.

12.2. Invoices and Sales Tax. Blanchard will invoice Client for the entire amount stated in the Quote promptly after the Effective Date. Sales taxes (or their equivalent) will be applied to invoices where applicable. Blanchard may issue separate invoices for applicable travel expenses after those expenses are incurred. If Client is a tax-exempt organization, Client will provide Blanchard with a valid sales tax exemption certificate prior to the first invoice issued. For Clients requiring purchase orders, Clients will use reasonable efforts to submit purchase orders to Blanchard within seven days of the Effective Date. Blanchard reserves the right to place scheduled Deliverables on hold until the applicable purchase order is received. If Client has a question regarding an invoice and intends to withhold payment until the matter is resolved, Client will notify Blanchard within 10 business days of receiving the invoice. Both parties will then collaborate in good faith to resolve any issues within 10 business days of the notification.

12.3. Rescheduling Scheduled Services. Blanchard will accommodate Client's request to reschedule confirmed in-person or virtual instructor-led training if made at least 30 calendar days before the scheduled date and if the new date falls within the same calendar year or, if not feasible, within 60 days of the originally scheduled date. Rescheduling is not permitted if requested fewer than 30 days before the scheduled date.

12.4. Blanchard Exchange Platform Terms. Blanchard Programs are provided on the online platform Blanchard Exchange. The Blanchard Exchange Platform terms govern content provided on Blanchard Exchange and are available at: www.blanchard.com/terms (see Terms for content provided on Blanchard Exchange on or after January 1, 2025).

12.5. Trainer Terms. If Client purchases facilitation materials the trainer terms available here apply: <http://blanchard.com/Terms>.

12.6. Return Policy. Purchases of Deliverables are not eligible for returns or refunds.

13. Term and Termination.

13.1. Term. These Purchase Terms become effective on the Effective Date and remain in effect for two years, unless terminated earlier in accordance with its terms.

13.2. Termination. Either party may terminate these Purchase Terms if the other party materially breaches and fails to cure within 30 calendar days of receiving notice of the breach (Client's breach of section 4 will be considered a material breach of these Purchase

Terms). Either party may terminate these Purchase Terms immediately by providing written notice to the other party if the other party (a) becomes unable to pay its debts, (b) files for bankruptcy or becomes insolvent, or (c) makes an assignment for the benefit of its creditors.

13.3. Effects of Expiration or Termination. Upon expiration or termination of these Purchase Terms, each party's rights and obligations under these Purchase Terms cease, except as stated in section 14.10 (Survival). Within 90 days of Client's written request and upon termination of these Purchase Terms, Blanchard will delete, anonymize, or render unrecoverable any Client Personal Data used for the Blanchard Programs and Services. Client's obligation to pay Blanchard any fees that have accrued but remain unpaid as of the expiration or termination date remain post expiration or termination.

14. General Terms.

14.1. Insurance. Blanchard will maintain insurance coverage that meets industry standards and will use carriers for this insurance with a BEST rating of A-VII or higher. Upon Client request, Blanchard will provide copies of insurance certificates confirming the coverage Blanchard carries.

14.2. Governing Law; Disputes. These Purchase Terms are governed by the laws of the State of California without regard to its conflicts of law rules. *The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Purchase Terms.* For any dispute related to these Purchase Terms, the parties consent to the exclusive personal jurisdiction and venue of the United States District Court for San Diego, California.

14.3. Notices. A party may send notices under these Purchase Terms by email unless these Purchase Terms or applicable law requires otherwise. Notices sent by email are considered delivered one business day after being sent, while notices sent via United States certified mail or an internationally recognized delivery service are considered delivered five business days after being sent. For email notices to Blanchard, send to: legal@blanchard.com; for written notices to Blanchard, address them to: Blanchard Training and Development, Inc., Attn: Legal, 125 State Place Escondido, California, 92029, USA.

14.4. Assignment. Blanchard may assign its rights and obligations under these Purchase Terms without consent in connection with a merger or similar transaction or in connection with a purchase where the purchasing entity or individual is acquiring all, or substantially all, of its assets or equity. Except as stated in this section, neither party may any right or obligation under these Purchase Terms to a third party without the prior written consent of the other party.

14.5. Force Majeure. If a Force Majeure Event occurs, the affected party is excused from performing its obligations to the extent the Force Majeure Event prevents performance. However, this excuse applies only if: (a) the affected Party has made reasonable efforts to perform, and (b) the affected party's inability to perform is not due to its failure to take reasonable precautions to protect against the Force Majeure Event. The affected party will promptly notify the other party of the Force Majeure Event, its impact on performance, and the expected duration. During the Force Majeure Event, the affected party will use reasonable efforts to minimize damage to the other party and to resume performance as soon as practicable.

14.6. Sole Agreement; Modifications. These Purchase Terms are the parties' sole agreement with respect to its subject matter. It supersedes all prior written or oral agreements or communications between the parties (including any terms and conditions in a Client-issued purchase order for the Deliverables, regardless of when the purchase order is provided). The parties may amend or supplement these Purchase Terms only by a written document signed by both parties.

14.7. No Waiver; Severability. If either party fails to require the other to perform any term of these Purchase Terms, that does not prevent the party from later enforcing the term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the same term. If any part of these Purchase Terms is held to be unenforceable, the rest remains fully enforceable.

14.8. Successors and Representatives. These Purchase Terms bind and benefit the parties and their respective heirs, personal representatives, successors, and permitted assignees.

14.9. Headings. Section and subsections headings are for convenience only.

14.10. Survival. The following sections survive expiration or termination of these Purchase Terms: 4 (Intellectual Property; License Grants), 5 (Aggregated Usage Data and Feedback), 6 (Confidential Information), 7 (Security Measures and Client Personal Data), 9.3 (Disclaimer), 10 (Indemnification), 11 (Limits of Liability), 12.4 (Blanchard Exchange Platform Terms), 12.5 (Trainer Terms), and, to the extent needed to effectuate the foregoing, 14 (General Terms).