

ENTERPRISE/SCHOOLS

TERMS AND CONDITIONS

These terms and conditions (the “Terms”) are entered into between Age of Learning, Inc., (“**Company**”) and the client (“**Client**”) identified on the Quote (as defined below), each referred to herein as a “**Party**” and collectively as the “**Parties.**” The Terms are effective as of the date the Quote is signed by the Client (“**Effective Date**”).

1. SOLUTIONS; LICENSE GRANT; TERM

1.1. Solutions. Company shall provide Client access to its proprietary digital education solution(s) (the “**Solution(s)**”), subject to the Terms set forth herein and the description of services and pricing provided in the applicable quote or other ordering document (“**Quote**”). The Terms, including any documents incorporated by reference, and the executed Quote constitute the agreement (“**Agreement**”) between the Parties. If applicable, Company shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solution(s) and Professional Services are referred to as the “**Services.**”

1.2. License Grant. Subject to the terms of this Agreement, Company grants Client and its authorized users (“**Licensed Users**”), a limited, nontransferable, nonexclusive license to access and use the Solution(s) as described in the Quote. Client shall not sublicense, assign, or transfer its license in any manner. The license granted herein does not include any right, title, or interest in or to the Solution, or to any intellectual property therein or associated therewith (including all associated computer software [whether in source code, object code, or other form], databases, indexing, search and retrieval methods and routines, HTML, active server pages, and similar materials). All rights not expressly granted herein are reserved to the Company without restriction.

1.3. Term. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Term**”). Following the Initial Term, this Agreement may be renewed for successive one- (1-) year periods by agreement of the Parties. If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Term or applicable renewal term (“**Renewal Term**”) without proration, unless otherwise agreed to by the Parties. If applicable, the Company shall provide notice of any increase in Pricing (as defined below) at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term.

2. PAYMENT TERMS

The Client shall pay the fees (“**Pricing**”) set forth in the Quote. If Client exceeds the number of students or sites specified in the Quote, then Company may invoice Client for any overages based on the rates set forth in the applicable Quote. Company shall invoice Client annually in advance for all Services. All payments shall be made within thirty (30) days from date of invoice, after

which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Company. Unless otherwise provided, Pricing does not include any other taxes, levies, or duties of any nature, all of which Client is responsible for paying, except for those relating to Company's net income or property. If Company is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption.

3. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION

3.1. Intellectual Property. The Solution(s) is/are the proprietary property of Company and/or its licensors and contains/contain trade secrets, copyrighted works, trademarks, and, in certain cases, patented intellectual property, owned by Company and/or its licensors. The placement of a copyright notice on any portion of the Solution(s) does not mean that it has been published under trade-secret law and will not derogate any claim by Company of trade-secret protection. Title to the Solution(s) and copies thereof, and all intellectual property rights protecting the Solution(s), shall remain with Company and/or its licensors, and any trademark use will inure to their benefit exclusively.

3.2. Confidential Information. Each Party may have access to or acquire the Confidential Information of the other Party. "**Confidential Information**" means all information of a Party hereto ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, all Client data containing personally identifiable information, and all Company performance and security data, product roadmaps, source code, benchmark results, and technical information relating to the Services. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party, or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. The Receiving Party shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws), it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

4. USE RESTRICTIONS; WARRANTY

4.1. Use Restrictions. Client agrees to use the Solution(s) in accordance with all applicable federal, state, and local laws and regulations. Client agrees not to copy or duplicate, modify, or alter physical or electronic characteristics of the Solution(s), or to dismantle or reverse engineer any part of the Solution.

4.2. Warranty. Company shall use commercially reasonable efforts to maintain the availability of the Solution(s) and provide customer support services. To the extent professional services are provided, Company shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENTS THE ONLY WARRANTIES MADE BY COMPANY HEREUNDER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY; INDEMNITY; INDEMNIFICATION PROCESS

5.1. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR OTHER ITEMS PROVIDED PURSUANT TO THIS AGREEMENT. WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID OR DUE TO COMPANY BY CLIENT DURING THE IMMEDIATELY PRECEDING TWELVE- (12-) MONTH PERIOD FOR THE APPLICABLE SERVICES ON WHICH THE CLAIM IS BASED. THE LIMITS AND EXCLUSIONS IN THIS SECTION 5.1 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.2 OR ANY VIOLATION OF INTELLECTUAL PROPERTY RIGHTS. CLIENT AGREES THAT REGARDLESS OF STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

5.2. Indemnity. Company shall indemnify, defend, and hold harmless Client and its officers, directors, affiliates, agents, contractors, and employees against any in connection with any third-party claim, suit, or proceeding (“**Claim**”) that the Solution, as delivered by Company to Client, infringes any United States patent, copyright, or trademark (“**IP Right**”) of a third party. In no event shall Company be liable to Client to the extent the alleged infringement is based on (a) a modification of the Solution(s) by anyone other than Company, or (b) Client’s use of the Solution(s) or Services in a manner contrary to the instructions given to Client by Company. With respect to Company’s indemnification obligations, if any aspect of the Solution(s) is/are found or, in Company’s reasonable opinion is/are likely to be found, to infringe upon the IP Right of a third party as specified above, or the continued use of the Solution(s) is/are enjoined, then Company will promptly and at its own cost and expense at Company’s option (i) obtain for Client the right to continue using the Solution, (ii) modify such aspect of the Solution(s) so that it/they is/are noninfringing, or (iii) replace such aspect of the Solution(s) with a noninfringing functional equivalent. If, after commercially reasonable efforts, Company determines in good faith that options (i)–(iii) are not feasible, Company will remove the infringing aspect from the Solution(s) and provide a pro rata refund to Client for any prepaid unused fees based on the proportion of the Solution(s) that is/are infringing and the remaining duration of the Initial Term or Renewal Term, as applicable. The foregoing remedies are Client’s exclusive remedies for infringement. Each Party shall indemnify,

defend, and hold harmless the other Party and its officers, directors, affiliates, agents, contractors, and employees against any loss or damage (including attorneys' fees) incurred in connection with any third-party Claim arising out of such Party's breach of any Applicable Privacy and Data Security Laws (as defined below).

5.3. Indemnification Process. The indemnifying Party's obligations under this Section 5 are contingent upon the indemnified Party (a) promptly giving notice of the Claim to the indemnifying Party once the Claim is known, (b) giving the indemnifying Party sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle such Claim unless such settlement unconditionally releases the indemnified Party of all liability and does not adversely affect the indemnified Party's business or service), and (c) providing the indemnifying Party all relevant, available information and reasonable assistance.

6. PRIVACY AND SECURITY

6.1. Definitions.

"Applicable Privacy and Data Security Laws" means all laws, rules, and regulations of any applicable jurisdiction regarding the privacy and security of information collected from or disclosed to Company.

"Privacy Policy" means the privacy policy(ies) for the respective Solutions available on the website or mobile application for such Solution.

"FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations.

"Processing" or to **"Process(ed)"** data refers to performing an action on data, including accessing, collecting, recording, organizing, modifying, using, or disclosing data.

"Student Data" means any information maintained by the Company or any third party on the Company's behalf that constitutes a student's personally identifiable information as defined under FERPA, and which is disclosed by Client to Company.

6.2. Compliance with Laws. Each Party represents, warrants, and covenants that it is and will at all times during the term of this Agreement, including any Renewal Term, in compliance with its obligations under all Applicable Privacy and Data Security Laws including, but not limited to, the collection, storage, transfer, disclosure, or other Processing of Student Data to be Processed in connection with this Agreement.

6.3. Processing Student Data. The Parties acknowledge and agree that Company qualifies as a "school official" as defined under FERPA with a legitimate interest in the Student Data, and therefore Company is permitted under FERPA to Process Student Data pertaining to Client's students without Client first obtaining written consent from the parent or guardian of each student. This means that (a) the Services provided by Company to Client, pursuant to this Agreement, are institutional services or functions for which Client would otherwise use employees; (b) Company is under the direct control of Client with respect to the use and maintenance of education records; and (c) Company is subject to the requirements of

34 C.F.R. § 99.33(a), which governs the use and redisclosure of Student Data from education records. Client shall include in its annual notification of rights under FERPA a specification of criteria for determining who constitutes a “school official” and what constitutes a legitimate educational interest that is consistent with this Section 6.3.

6.4. Company’s Use of Data. Company agrees to Process data collected through the Services as described in the Agreement and the Privacy Policy. Client consents to this Processing. Company agrees to collect from Client only such Student Data as needed to provide the Services, unless the student’s parent/guardian has consented otherwise. Company agrees to use Student Data obtained pursuant to this Agreement only to provide the Services and as authorized by law, including, but not limited to, FERPA. Company may use de-identified data regarding students that is received in connection with providing the Services as described in the Privacy Policy.

6.5. Student and Guardian Requests. If a student or a minor student’s parent/guardian makes a request directly to Company for access to, amendment of, or disclosure of Student Data, or any similar action regarding Student Data, Company shall promptly forward such request to Client. Client shall be solely responsible for determining whether to grant, deny, or otherwise act upon such student or parent/guardian requests.

7. TERMINATION; DATA TRANSFER; DELETION OF DATA

7.1. Termination. Either Party shall have the right to terminate this Agreement, in whole or in part, if the other Party breaches any of its material obligations hereunder. To terminate this Agreement, the non-breaching Party shall provide written notice of breach to the breaching Party. For any such breach capable of cure, the breaching Party shall have thirty (30) days from receipt of such notification to cure such breach. In the event such breach is not cured within such thirty- (30-) day period, the non-breaching Party may provide the other Party a written notice of termination of this Agreement.

7.2. Transfer of Data. If this Agreement is terminated or expires for any reason, Company will allow Client access to the Solution(s) for not more than ninety (90) days following such termination or expiration for the sole purpose of transferring Client’s data (including Student Data) from the Solution(s) to Client, provided that Client makes a written request to Company for such transfer within thirty (30) days following termination or expiration of this Agreement.

7.3. Deletion of Data. Company shall delete Client’s confidential data, including Student Data, in a secure manner that prevents its physical reconstruction within ninety (90) days following termination or expiration of this Agreement if Client has not requested the transfer of such data in accordance with Section 7.2.

8. GENERAL PROVISIONS

8.1. Counterparts; Entire Agreement. This Agreement, including the Privacy Policy (which is incorporated by reference as though set forth in full), constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. COMPANY’S ACKNOWLEDGMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE

AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third-party beneficiaries to this Agreement. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., a PDF file), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

8.2. Notices. Legal notices (e.g., claimed breach or nonrenewal) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first-class mail to the other Party at the address set forth on the Quote. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either Party may change its address by giving notice of the new address to the other Party pursuant to this Section and identifying the effective date of such change. Company may provide all other notices to Client's billing contact on the Quote or purchase order.

8.3. Marketing. Client agrees to Company referencing Client's name as a Company Client in publications, its website, and other marketing materials.

8.4. No Assignment. Client shall not assign, delegate, or sublicense its rights and obligations hereunder without the prior written consent of Company, which will not be unreasonably withheld or delayed.

8.5. Governing Law and Dispute Resolution. This Agreement and any claims arising from or related to this Agreement shall be governed by and construed in accordance with the laws of California, the federal laws of the United States of America, and the Parties consent to a venue in the state of California (and hereby waive any claims of forum non conveniens), and to the exclusive jurisdiction of competent California state or federal courts for all litigation brought with respect to this Agreement; provided, however, that if the Client is a public school, district, or other governmental entity, all references to California in this paragraph shall be replaced with the state in which the Client resides.