

COR Advantage End User License Agreement

This COR Advantage End User License Agreement (“EULA”) contains the terms and conditions that governs Customer and Authorized Users access to and use of the Platform and Services and is the agreement between Kaymbu, Inc., dba COR Advantage (“COR Advantage”) and you, or the entity you represent, (“Customer”, “you” or “your”). This EULA takes effect when Customer and COR Advantage execute an Order Form; or if you’re an Authorized User, this EULA applies when you click an “I Accept” button or checkbox presented with these terms or, when you use the Services (“Effective Date”). Customer and each Authorized User represents to COR Advantage that Customer or such Authorized User is lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this EULA for an entity, such as the company you work for, you represent to COR Advantage that you have legal authority to bind that entity.

1. Definitions.

“Agreement” means this EULA for Authorized Users, and this EULA and any mutually agreed upon Order Forms for Customer.

“Authorized User” is any teacher, administrator or staff member employed by Customer, who Customer authorizes to use the Platform, or a parent or guardian who Customer authorizes to use the Platform in connection with your student’s enrollment with Customer.

“Platform” is the online COR Advantage platform operated by COR Advantage that enables Customers to conduct observation-based developmental assessment of Customer’s enrolled students and improves communications with the parents and guardians of those students.

“Services” means the provision of the Platform and related services provided by COR Advantage under this EULA, whether such related services are provided through the Platform or otherwise, or to Customer or an Authorized User.

2. Use of the Services. COR Advantage will use commercially reasonable efforts to make the Platform available to Customer and Authorized Users during the license term as set forth in the Order Form. Subject to the terms of this EULA, COR Advantage grants to Customer and its Authorized Users a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to remotely access and use the Platform, provided that COR Advantage may revoke the license to any Authorized User at the direction of Customer. Each Authorized User agrees to be bound by this same EULA as a condition to use the Platform. COR Advantage will provide Customer with login credentials to access the Platform sufficient for the number of Authorized Users specified by Customer, provided that Customer may have no more than one (1) login credential per classroom location (with each classroom location having no more than thirty (30) students) for use by an administrative Authorized User. Customer agrees to safeguard all login credentials and not to provide any third party with such login credentials, except as expressly authorized herein. Customer is solely responsible for all access and use of such login credentials by Authorized Users or any third parties who obtain such login credentials. Authorized Users may be required to accept supplemental terms of use in order to access and use the Platform, provided that Authorized Users will not be subject to additional fees. Customer is responsible for procuring its own Internet access necessary to use the Platform.

3. Software Licensed. Customer may be supplied with software to use the Services, including without limitation computer programs, system operating software, firmware and other digital instructions (“Software”). Software may be supplied by COR Advantage or by third parties and may be subject to additional license terms and restrictions by COR Advantage or such third parties, as the case may be. COR Advantage does not endorse, warrant or control such third party Software and is not responsible for the legality, quality, accuracy, reliability, or availability of any third party Software. Customer has sole discretion whether to access and use any third party Software. Customer’s use of third party Software is governed solely by the terms relating to such third party Software and Customer is responsible for reviewing, accepting, and complying with any third party terms of use or other restrictions applicable to the third party Software. COR Advantage is not liable for and makes no representations related thereto, including without limitation, content or the manner in which third party Software handles content and/or customer data. COR Advantage reserves the right to suspend or terminate the third party Software at any

time. COR Advantage will use commercially reasonable efforts to the extent practical to provide reasonable notice of such suspension or termination.

4. Limitations on Services. Customer hereby agrees not to (a) decompile or attempt to decipher any code, reverse engineer, reverse assemble, disassemble, modify, rent, lease, loan, distribute, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) of the Services, Platform or Software, or any portion of any of the foregoing; (b) remove any trademark, logo, name, identifying number or coding from the Platform, Software, any of the Services or any documentation or output provided in connection with the Services ("Documentation"); (c) use the Platform in any manner whatsoever except in the manner expressly authorized pursuant to Section 2 hereof; (d) use the Platform in any unlawful manner or for any unlawful purpose, or otherwise transmit through or post on the Services any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise objectionable or unlawful; (e) transmit through or post on the Platform any material that may infringe the intellectual property rights or other rights of third parties, including, without limitation, trademark, copyright, data privacy or right of publicity; (f) transmit or post on the Platform any material that contains software viruses or other harmful or deleterious computer code, files or programs; (g) if the Customer is a COR Advantage competitor for the relevant Services, use the Services directly or indirectly for competitive benchmarking or other competitive analysis, unless permitted under applicable law; (h) use or access the Platform or permit an Authorized User to use or access the Platform in a manner that violates the terms of this EULA; or (i) make any representations with respect to COR Advantage or this EULA or any Order Form (including, without limitation, that COR Advantage is a warrantor or co-seller of any of Customer's products and/or services). Customer agrees to abide by all applicable proprietary rights laws and other laws, as well as any additional patent or copyright notices or restrictions. All rights, title, and interest in and to the Platform, Documentation and Services shall remain vested in COR Advantage and its licensors. Other than the express licenses granted herein, no licenses are granted to Customer. If Customer becomes aware or receives notice from COR Advantage that Customer or any Authorized User's access to or use of Platform violates this Section, Customer must take immediate action to correct the violation or to suspend the Authorized User's access to the Services, as applicable. If Customer fails to comply with such a request, COR Advantage may suspend the Services.

5. Rights in Collected Data. As between COR Advantage and Customer, Customer is the sole and exclusive owner of data created by its use, and its Authorized Users' use, of the Platform and Services ("Customer Data"), provided that Customer hereby grants COR Advantage a non-exclusive, transferable, irrevocable, sublicensable, royalty-free, worldwide license to copy, make derivative works from, modify, publish, perform, display, and otherwise use the Customer Data, to collect the Customer Data, create aggregates from the Customer Data, analyze the Customer Data and resultant datasets, provide information using aggregate data back to its customers (including but not limited to Customer) and otherwise develop or improve COR Advantage's Platform and Services, provided that COR Advantage shall not share data which expressly identifies Customer or any Authorized User without first obtaining Customer's consent.

6. Suspension of Service. COR Advantage may suspend Customer or any Authorized User's right to access or use any portion or all of the Services or Platform immediately upon notice to Customer if COR Advantage determines: (a) that Customer or an Authorized User's use of the Services or Platform: (i) poses a security risk to the Services or Platform, COR Advantage, or any third party, (ii) could adversely impact COR Advantage's systems, the Services, the Platform, or the systems or content of any other COR Advantage customer, (iii) could subject COR Advantage or any third party to liability, or (iv) could be fraudulent; (b) Customer, or any Authorized User is, in breach of this EULA or any Order Form; or (c) that Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If COR Advantage suspends Customer's or an Authorized User's right to access or use any portion or all of the Services or Platform: (A) Customer remains responsible for all fees and charges Customer incurs during the period of suspension; and (b) COR Advantage will promptly restore access to and use of the Services and Platform if the cause for the suspension is promptly resolved by Customer.

7. Parental Consents. Customer covenants that Customer shall obtain all requisite consents from the parents and guardians of all students before using the Platform in connection with such students. COR

Advantage may require a specific form of consent by such parents and guardians. Customer shall indemnify, defend, and hold harmless COR Advantage from any claims made by a parent or guardian that Customer and its Authorized Users had failed to obtain such consents.

8. Confidential Information. For purposes of this EULA, "Confidential Information" shall mean any and all information of one Party provided to the other Party ("Recipient") in connection with the Services which is confidential to the Party providing the information; and the information is either marked as confidential at the time provided to the Recipient, is confidential pursuant to the terms of this EULA, or, due to its nature and the circumstances surrounding its disclosure, should reasonably be understood to be confidential information and that is not generally known by others with whom it competes or does business. However, Confidential Information shall not include any information that: (a) was or becomes generally known through no act of the Recipient or its employees, agents or independent contractors; (b) has come into the possession of the Recipient from a third party who is under no obligation to the disclosing Party to maintain the confidentiality of such information; or (c) is known to Recipient prior to disclosure hereunder. Neither Party shall disclose or use for any other purpose other than in connection with the relationship contemplated herein any Confidential Information of the other Party during the license term and for a period of five (5) years thereafter. The Services, Platform, fees, discounts, the terms of the Order Form and any Documentation shall constitute Confidential Information of COR Advantage.

9. Limited Warranty. COR Advantage WARRANTS THAT THE PLATFORM WILL MATERIALLY CONFORM TO THE DOCUMENTATION DURING THE LICENSE TERM. EXCEPT AS SET FORTH IN THIS SECTION 13, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. COR ADVANTAGE AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA. COR ADVANTAGE AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICES OR PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL BE FREE FROM ANY HARMFUL COMPONENTS OR THAT ANY CONTENT, INCLUDING CUSTOMER OR THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

10. Customer Warranties. Customer represents and warrants that Customer will only use the Platform in relation to the children of parents and guardians for whom Customer has obtained the requisite parental and guardian consents. Each Party represents and warrants to the other Party that it will: (a) comply with all laws, regulations and governmental orders applicable to its organization in the performance of this EULA, and in the use of the Services and Platform; (b) it has the full power and authority to enter into and fully perform its obligations under this EULA; and (c) it is duly organized under and existing under the laws of its territory of organization.

11. Limitation and Disclaimer of Liability. COR ADVANTAGE'S MAXIMUM AGGREGATE LIABILITY UNDER THE AGREEMENT FOR ANY CLAIMS RELATED TO THE SERVICES AND THE AGREEMENT, REGARDLESS OF CAUSE OR ORIGIN OR LEGAL THEORY, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO COR ADVANTAGE FOR THE PARTICULAR SERVICES OR PORTIONS OF THE SERVICES GIVING RISE TO THE CLAIM IN THE THEN-PRECEDING TWELVE (12) MONTHS PRIOR TO ASSERTION OF THE CLAIM. EXCEPT WITH RESPECT TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS, CUSTOMERS BREACH OF SECTION 2 AND 4, AND CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE AGREEMENT, THE PLATFORM OR THE SERVICES.

12. Specific Performance. Customer agrees that in the event of its breach of Sections 2-5 or its confidentiality obligations, COR Advantage will suffer irreparable harm which cannot be compensated monetarily and therefore will not have an adequate remedy at law. Accordingly, COR Advantage will be entitled to injunctive relief without proof of additional damage or posting any bond to prevent any further breach of any confidentiality obligations, further unauthorized use of Confidential Information, or infringement of COR Advantage's rights in its intellectual property or that of its licensors, or COR Advantage's rights in Customer Data. This remedy is non-exclusive.

13. Amendments; Integration. The Agreement may not be amended, modified or supplemented or any of the provisions waived unless in writing and signed by the Party against whom the same is sought to be enforced. The Agreement constitutes the entire agreement and understanding of the parties hereto in respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the parties with respect to such subject matter.

14. Audit. Not more frequently than annually and at COR Advantage's expense, COR Advantage may audit Customer's use of any Service, including without limitation on-premises components provided with the Services. If an audit reveals that Customer has underpaid fees for any Services, in addition to other remedies provided for herein, Customer shall be invoiced for such underpaid fees. If the underpaid fees exceed three percent (3%) of the fees paid, then Customer shall also pay COR Advantage's reasonable costs of conducting the audit.

15. Entire Agreement. The Agreement, this EULA, and the applicable Order Forms for Customers, sets forth the entire agreement and understanding of the parties relating to the Services and supersedes all prior and contemporaneous oral and written agreements. For any conflict between this EULA and any Ordering Form, this EULA shall control. Nothing contained in any order, administrative document, or other document submitted by Customer shall in any way add to or otherwise modify this EULA.

16. Class Actions. Each Party agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Each Party agrees that it may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

17. Waiver of Jury Trial. FOR THEIR MUTUAL BENEFIT, COR ADVANTAGE AND YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THE AGREEMENT.