

ENTRYPOINT TERMS & CONDITIONS

1. GRANT RIGHTS AND LIMITATIONS

- 1.1 Internal Use Grant.** Innovative Educational Solutions Inc. (“IES”) hereby grants to Customer (“Company”) a limited, non-exclusive, non-transferable, worldwide revocable right to access and use IES’s Student Relationship Management platform (EntryPoint) and software program (collectively referred to as “the Software”) solely for the internal business purposes of the Company specified in the applicable IES Order Form (“Permitted Use”). IES also hereby grants to Company a non-transferable, non-exclusive, worldwide license to use any materials and documentation that Company may provide with the Software (the “Documentation”), if any, solely in connection with Company’s authorized use of the Software. IES’s grant to Company is for the term and duration set forth in IES’s Order Form. Company agrees that no unlimited, unencumbered license to the Software is being granted hereby, and that Company does not acquire under the applicable Order Form or these Terms and Conditions any right to access and/or use the Software in excess of the scope and/or duration of the right of use and access of the Software expressly granted hereunder. Upon termination or expiration of the Term set forth in the applicable Order Form, the Company’s right to access and use the Software will terminate. Except as expressly specified in the applicable Order Form, Permitted Use does not include the right to provide access to the Software to third parties whether by lease, rental, transfer, assignments, sale, sublicense, or any other means, including commercial timesharing, use as an application service provider, rental or service bureau use. IES is entitled, at any time and for whatever reason, to modify the Software and/or some or all of the functionality or content of the Software with prior notice so long as such modification does not materially and adversely reduce the functionality of the Software. IES may elect in its sole discretion to condition the continuation of the rights granted hereunder on Company’s acceptance of software improvements, corrections, adaptations, and conversions to more recent versions or any other changes to the Software.
- 1.2 API Keys.** IES may make API keys available to Company to access the Software. Company is responsible for securing Company’s API keys, and agrees not to publish or share them with any unauthorized persons, including Company’s service providers, except as approved by IES in writing. Company shall contact IES immediately if Company becomes aware of any unauthorized use of Company’s API keys.
- 1.3 License Restrictions.** Company’s use of the Software will be limited to the Permitted use. Without limiting the generality of the foregoing, Company will not, except as expressly specified in the applicable Order Form: (a) disassemble, reverse engineer, decompile, modify, or translate the Software except as otherwise expressly permitted by applicable law that is incapable of exclusion by agreement between the parties; (b) use the Software for commercial time sharing, rental, or service bureau use; (c) use automated means, including scripts, batch files, emulators or any others means, to control the operation of the Software; (d) remove any product identification, copyright, trademark or other proprietary notice or disclaimer from the Software. Company will not alter, change, or remove any proprietary notices or confidentiality legends placed on or contained

within the Software. Company will include such notices and legends in all copies of any part of the Software made (if expressly permitted) pursuant to these Terms and Conditions. Company will keep the Software free and clear of all claims, liens, and encumbrances.

1.4 Other Restrictions.

- (a) The Software may not be sold, leased, assigned, loaned, or otherwise transferred or provided to a third party. Company may not use the Software to provide services to third parties, including hosted application services, or to otherwise operate a services bureau.
- (b) The Software may not be modified by Company unless Company obtains a license to the source code version of the Software in accordance with any Software Licensing Agreement.
- (c) Company is not permitted to make copies of the Software or Documentation, other than that number of copies which is necessary to exercise Company's rights granted hereunder. Company shall maintain a record of the location of all permitted copies.
- (d) The Software is not designed, intended, or authorized for use in any type of system or application in which the failure of the system or application could create a situation where personal injury or death may occur.
- (e) Company may not reverse engineer or decompile the Software.

2. OWNERSHIP

2.1 Ownership. These Terms and Conditions do not convey any rights of ownership in or title to the Software, including copies or modifications thereof and anything developed and delivered hereunder. The Software is proprietary and contains valuable trade secrets of IES. All right, title, and interest in the Software, and any modifications, corrections, bug fixes, enhancements, updates, additions, or new works created by IES (alone or in collaboration with you) or delivered therefrom, is and will remain the sole and exclusive property of IES, but, if applicable, will be included as part of the Software for purposes of the rights granted to Company hereunder. Any and all modifications or enhancements to the Software made by or authorized by Company or Company's users or IES remain the sole property of IES. Company's use of the Software, and any modification thereof, is limited to that expressly permitted in these Terms and Conditions.

2.2 IES Intellectual Property Rights. Company agrees that the Software and Documentation, including the structure, sequence, and organization of the Software are proprietary and confidential to IES, and Company will take all reasonable measures to protect the confidentiality of the Software and Documentation unless, and to the extent, IES makes them available to the public without such restrictions. Company further agrees that all right, title and interest in and to the Software (and all intellectual property rights embodied therein) or any modification or improvement thereof made by IES is proprietary to IES. All

rights therein not expressly granted to Company under the Agreement are reserved by IES. IES acknowledges that nothing herein shall grant IES any rights in Company's products or any intellectual property rights associated therewith.

3. PERSONAL DATA PRIVACY AND USE

- 3.1 Compliance with Data Processing Agreement.** In respect to the processing of Personal Data by IES on behalf of the Company, the Data Processing Agreement ("DPA") attached to and incorporated into these Terms and Conditions reflects the Parties' full agreement as to how Personal Data will be processed for residents of the United States, the European Union, the United Kingdom and Switzerland. To the extent Company is a "Controller" and IES is a "Processor" of data subject to Regulation (EU) 2016/679 of the European parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Company and IES agree to and incorporate the Data Processing Agreement accordingly as a necessary and essential component to these Terms and Conditions.
- 3.2 Notification Obligation for other International Data Subjects.** The Company acknowledges and agrees that it is Company's sole responsibility to identify and notify IES in writing if Company intends to or actually collects any personal data to be stored in the Software or processed by IES pertaining to individuals located outside the United States of America, the European Union, the United Kingdom or Switzerland. ("Other International Data Subjects").
- 3.3 Required Information for Other International Data Subjects.** In the event that the Company identifies the presence of Other International Data Subjects within the Software, the Company must promptly provide IES with the following information: (1) The regions or jurisdictions where the data subjects are located. (2) The applicable legal requirements for processing the personal data of those individuals. (3) Any specific contractual or technical safeguards required to ensure compliance with relevant privacy laws (e.g., Standard Contractual Clauses, Addendums, or similar mechanisms). If IES, at IES's sole discretion, determines that the personal information of Other International Data Subjects cannot be stored in a safe and compliant manner within the Software then IES may require the Company to collect and store that personal information outside of the Software.
- 3.4 Indemnification Concerning Other International Data Subjects.** Company agrees to indemnify, defend, and hold harmless IES from any claims, liabilities, damages, or regulatory penalties arising from the Company's failure to identify or notify IES regarding the processing of Other International Data Subjects.

4. GENERAL TERMS

- 4.1 Confidentiality.** IES and Company must keep these Terms and Conditions and applicable Order Form, along with any information either party receives

about the other and its business in connection with the applicable Order Form (“Confidential Information”) confidential, and must not use or disclose Confidential Information without the prior written consent of the other except to the extent that: (a) disclosure is required by law; or (b) the relevant information is already in the public domain.

- 4.2 Severability and Integration.** If any part of these Terms and Conditions, or the applicable Order Form or contract between IES and Company, is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- 4.3 Assignment.** Neither party shall assign or transfer any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that IES shall have the right to assign the applicable Order and/or any of its rights or obligations hereunder without the written consent of Company to any affiliate, or in connection with a merger, consolidation, sale or acquisition of at least a majority of IES’s assets or outstanding voting securities. Subject to these limitations, these Terms and Conditions shall inure to the benefit of and be binding upon the parties and their successors and assigns.
- 4.4 Notices.** All notices and communications given under these Terms and Conditions must be in writing and will be delivered personally, sent by post or sent by email to the address or email address made known to the Parties, or at such other address as notified from time to time by the Parties changing address.
- 4.5 Limitation of Liability.** To the maximum extent permitted by law, IES and Company agrees and stipulates that Company and IES agree to abide by and comply with any indemnification and warranties identified in the applicable Order Form.
- 4.6 Termination.** Company’s right to use the Software automatically terminates if Company violates these Terms and Conditions or the provisions contained in the applicable Order Form, or any rules or guidelines posted in connection with the Software. In addition, IES may suspend or terminate Company’s right to the Software immediately if (a) Company fails to make a payment due under the applicable Order Form, or (b) IES otherwise determines in its reasonable discretion that it must terminate the granting of right to the Software to avoid or minimize its liability to third parties, upon written notice to Company. Within fourteen (14) days of the termination of the granting of Company’s right to the Software, Company shall pay IES any unpaid amounts for the Software accrued prior to notice of termination and for all costs arising from such termination, including reasonable attorneys’ fees.
- 4.7 Choice of Law and Location for Resolving Disputes.** The laws of Indiana govern these Terms and Conditions and the applicable Order Form, or any claim or dispute arising hereunder, without regard to Indiana’s conflict of

laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. Company agrees to waive claims that it might otherwise have against IES based on the laws of other jurisdictions, including Company's own. Any disputes or claims that arise hereunder will be resolved by a court located in Marion County (Indiana) and the parties each agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.