Master Subscription License & Services Agreement

IMPACTER Education Corp. · Version 2026.10 · OCT 2026

This Master Subscription License & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or of the applicable Client Order (the "Effective Date") between the purchasing entity named below ("Client") and Impacter Education Corp., a Delaware corporation having its principal place of business at 780 Roosevelt, Suite 214, Irvine, CA 92620 ("Impacter"). Client and Impacter are referenced herein as each a "Party" and collectively the "Parties".

1. Definitions

(a) "Client Data" means any written, audio, or visual content or data uploaded, submitted or added to, or any communications transmitted within the Licensed Products or Embedded Applications by Client or a Client User.

(b) "Client Order" means the Impacter document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, which is hereby incorporated into this Agreement.

(c) "Client Personnel" means Client's internal employees, including teachers and administrative staff, but explicitly excluding contractors and/or vendors that are not granted access herein.

(d) "Client User" means any Client Personnel or student to whom Client grants access of the Licensed Products and Services.

(e) "Documentation" means technical materials provided by Impacter to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Impacter may provide Client to describe functionality intended for sales and/or marketing purposes.

(f) "Embedded Applications" means software licensed to Impacter by third parties that is sublicensed to Client by Impacter as part of the Licensed Products or Services.

(g) "Licensed Products" means all Software (including Embedded Applications), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Impacter, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(h) "Personal Information" means, for purposes of COPPA compliance, any information that identifies or can be used to identify a child under 13, including but not limited to: (i) first and last name; (ii) email address or other online contact information; (iii) mobile telephone number; (iv) persistent identifiers such as IP addresses, device identifiers, and advertising identifiers; (v) geolocation information; (vi) photographs, videos, or audio recordings; (vii) biometric identifiers including voiceprints, facial recognition templates, eye tracking patterns, gait patterns, or other biometric data;

and (viii) any combination of the above that permits physical or online contacting of a specific individual.

(i) "Professional Service(s)" means any consulting, training, implementation, or technical services provided by Impacter to Client under the Client Order.

(j) "Representatives" means employees, consultants, or non-employee advisors who require access to Confidential Information and are bound by confidentiality obligations at least as restrictive as those contained herein.

(k) "Services" means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Licensed Products, including any applicable software hosting provided by Impacter to Client.

(l) "COPPA Compliance Officer" means the individual designated by Impacter to oversee all aspects of COPPA compliance. Impacter's COPPA Compliance Officer is Ashley Michelson (coppa@impacterpathway.com). All notices, questions, or requests under the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501–6506) should be directed to her.

(m) "Software" means the Impacter software programs described in the applicable Client Order which are provided as part of the Services.

(n) "Student Count" means the number of students who may access the Licensed Products and/or Services as outlined in the applicable Client Order, and as updated by Client as provided in Section 8(d) below.

(o) "Subscription Period" means the period commencing upon the start date set forth in the applicable Client Order or SOW and continuing until terminated in accordance with Section 18 ("Termination").

(p) "Third Party Software" means any software product designated as Third Party Software by Impacter, and any related documentation, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Impacter licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Impacter is not a licensor of Third Party Software.

(q) "User ID" means the unique identifying number(s), letter(s), code(s), symbol(s), or username associated with each Client User account.

(r) "Student Data" means Client Data that is descriptive of, or identifies, a student, including persistent unique identifiers, and all information that is "covered information" under Cal. Bus. & Prof. Code §22584(a)(3) or comparable law.

(s) "De-identified Student Data" means information derived from Student Data that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular individual, school, or household, produced and maintained in accordance with Section 4(d).

(t) "Model Development" means training, fine-tuning, testing, validating, benchmarking, developing, or improving any machine-learning or artificial-intelligence model.

2. Subscription and License

(a) Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing Impacter with a purchase order that displays the unique identifier contained within the Client Order attached hereto or by sufficiently referencing, in Impacter's discretion, the applicable Client Order; (ii) executing a Client Order with this Agreement and receiving a countersigned copy from an authorized Impacter representative; and, if applicable for custom Services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Impacter. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any conflicting and/or varying terms included in the Client's purchase order or Client Order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Impacter will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

(b) License Grant. Subject to the terms and conditions of this Agreement, including: (i) Impacter's Privacy Policy, which is incorporated by reference herein; (ii) the obligations set forth in Section 13 ("COPPA and Student Data Protections"); Impacter hereby grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services during the Term in accordance with a valid Client Order and/or SOW for school and educational purposes. Termination of the Client Order or underlying Licensed Product will terminate the Client's license and access to the Services and any customized content. For the avoidance of doubt, source code or technical-level documentation to the Licensed Products and/or Services are not licensed or provided under this Agreement.

(c) User IDs. Client shall limit the total number of issued User IDs and passwords to the Student Count; provided that said Student Count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, and any such sharing shall require prior written approval by Impacter. Client is responsible for all activity occurring under its User IDs and for maintaining the confidentiality of all User IDs, and for promptly notifying Impacter of any actual or suspected unauthorized use of the Licensed Products and/or Services. Impacter reserves the right to suspend or terminate any Client User that Impacter determines may have been used for an unauthorized purpose.

(d) Limitations. Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Impacter, except for the rights granted to Client herein. Client will not and will not permit any Client User or

other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Users explicitly authorized by Impacter; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software, except as permitted under applicable laws; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Impacter harmless from any and all claims relating to Client's or any Client User's misuse of Licensed Products and/or Services.

(e) Client Responsibility. Client shall perform the responsibilities necessary to establish Client's or Client Users' use of the Licensed Products and/or Services, including (i) providing Impacter with a list of Client Personnel to facilitate User-ID setup; (ii) maintaining all associated equipment, software and environments in accordance with any Impacter specifications; (iii) designating Client Personnel to participate in training; (iv) obtaining and documenting verifiable parental consent for any user under age 13 prior to collecting COPPA-defined Personal Information; (v) providing "Notice to Parents" that lists all categories of Personal Information collected by Impacter (including any third-party tools) and their intended uses; (vi) coordinating all COPPA inquiries or breach notifications with Impacter's COPPA Compliance Officer.

3. Acceptable Use Policy

Client acknowledges and agrees that Impacter does not monitor or police Client Data transmitted through the Licensed Products and/or Services, and that Impacter shall not be responsible for Client Data. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not, and shall not permit any Client User to incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; or (H) is unlawful or otherwise objectionable, in Impacter's sole opinion; and (ii) Client shall ensure that Client's and Client Users' use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of

any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights

(a) Impacter. Impacter expressly reserves all rights in and to the Licensed Products, Services, Software, Documentation, De-identified Student Data produced and used in accordance with Section 4(d), and all other materials provided by Impacter hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Impacter hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Impacter (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Impacter hereunder are licensed on a subscription basis and are not transferred to Client apart from the license rights granted herein.

(b) Client. Client expressly reserves all rights in any Client Data, all results from processing such data, including compilations, and derivative works thereof, but excluding De-identified Student Data produced in accordance with Section 4(d). Client hereby grants to Impacter a non-exclusive, royalty-free license to use, reproduce, and process Client Data solely to operate, deliver, maintain, secure, support, and diagnose the Licensed Products and Services for Client. Impacter shall not use identified or pseudonymized Student Data for Model Development. Impacter may use De-identified Student Data only as provided in Section 4(d). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

(c) Feedback. Client or Client Users have no obligation to provide Impacter with ideas, suggestions, or proposals on how to improve the Services, Software or Licensed Products ("Feedback"). However, if Client or Client Users submit Feedback to Impacter, then Client and Client Users hereby grant Impacter a non-exclusive, irrevocable, worldwide, royalty-free, sub-licensable and transferable license to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, or publicly perform the Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.

(d) De-identified Student Data.

(i) Process. Impacter produces De-identified Student Data only through the de-identification process published at impacterpathway.com/ab1159, which removes every field and reference that could link information to a student, school, or household, and which is consistent with 34 C.F.R. §99.31(b). Where Client maintains its own de-identification policy or standard, Impacter applies it.

(ii) Review and objection. Impacter makes the process available for Client's review before any use of Client's De-identified Student Data, including by publishing it at impacterpathway.com/ab1159. Client is not required to review it (Cal. Bus. & Prof. Code §22584(q)). If Client reviews the process and determines it insufficient, or at any time notifies Impacter in writing that its Student Data may not be

used as De-identified Student Data, Impacter shall not use, share, or retain Client's Student Data as De-identified Student Data (§22584(a)(4)(G)).

(iii) Exclusion. On such a determination or notice, Impacter shall remove Client's data from the training corpus, exclude it from every subsequent corpus and model release, record the exclusion in each subsequent corpus manifest, and confirm in writing.

(iv) Commitment and recipients. Impacter shall maintain and use De-identified Student Data only in de-identified form and shall not attempt to re-identify it, except to test whether its own de-identification holds, as Cal. Bus. & Prof. Code §22584(a)(4)(B)(ii) permits. Impacter shall contractually bind every recipient of De-identified Student Data to the same obligations.

(v) Permitted purposes. De-identified Student Data is used only to improve the Licensed Products and to demonstrate their effectiveness (Cal. Bus. & Prof. Code §22584(f)), and no figure is reported for a group smaller than ten students.

5. Support and Maintenance

(a) Client Support. During the Subscription Period for the applicable Services, Impacter will provide the following standard customer support:

(i) Email & Phone Support. Client's designated representative(s) shall have access to Impacter's technical support via email and telephone during standard business hours and may submit service requests via email. Impacter will use reasonable efforts to respond within the following timeframes: Severity 1 issues (system outages, security breaches) within 4 business hours; Severity 2 issues (significant feature malfunctions) within 8 business hours; Severity 3 issues (minor bugs, general questions) within 24 business hours.

(ii) Client's Responsibilities. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Impacter with sufficient information and data to reproduce and fix the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of Software malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Impacter's minimum requirements; (vi) timely install all fixes, updates and new versions supplied by Impacter in the proper sequence, and (vii) have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Impacter may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Impacter so that Client receives such notifications and other information.

(iii) Service Upgrades and Scheduled Downtime. Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Impacter in its sole discretion and that Impacter generally offers to its other clients in Impacter's sole discretion,

and at no additional charge (beyond current support and subscription fees). Impacter will strive to maintain a minimum of 99.5% uptime measured monthly, excluding scheduled maintenance periods. Impacter may from time to time schedule downtime for maintenance and upgrades. Impacter will provide Client with at least 72 hours advance notice of any scheduled downtime that may affect Client's use of the Services, when circumstances permit such notice. Impacter will strive to perform updates during non-peak hours.

6. Professional Services and Training

In consideration of Client's payment of the applicable fees and expenses set forth in the Client Order or SOW for professional services, Impacter will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Impacter as set forth herein ("Professional Services"). Fees for Professional Services and training are billable only after the applicable service has been delivered and are payable net 30 days. All purchased service hours may be scheduled at any time during the Term; any hours that remain unused at the end of the Term shall, at Client's election, (i) roll forward into a renewal term or (ii) be cancelled with no charge to Client. No fees related to Professional Services or training are earned, payable, or forfeited until the services have been performed. Training and/or consultation sessions may be conducted, as Impacter deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Impacter's training facility, at Client's location, or by teleconference.

(a) Use Period. Professional Services ordered under a separate SOW or Order Form are not subject to pre-payment. Impacter shall invoice the District only after the applicable services have been performed. The District may schedule and use any purchased Professional Services at any time during the Term of this Agreement. Any hours that remain unused at the end of the Term, at District's election, shall either (i) roll forward for future use under a renewal term, or (ii) be cancelled with no charge to the District. No hours will be forfeited

(b) Third Party Integration. Impacter, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. To limit access to students' personally identifiable information, Impacter provides said integration only upon Client's written request. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. Impacter will provide Client with 30 days' advance written notice of any new subprocessor that will have access to Client Data or Student Data. Client may object to any new subprocessor on reasonable privacy or security grounds within 15 days of such notice. To the extent permitted under the law, Client agrees to indemnify and hold Impacter harmless for any actions and/or omissions pertaining to the integration.

7. Hosting

(a) Availability. Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Impacter or are not reasonably foreseeable by Impacter, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile

network attacks; (iii) network congestion; (iv) cloud provider failures; (v) supply chain interruptions; or (vi) other failures (collectively "Downtime"). Impacter shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b) Security. Client will not and will not permit or encourage any Client User to: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Impacter or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Impacter has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an User ID. Any failure by any Client User to comply with the Agreement shall be deemed to be a material breach by Client, and Impacter shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing prompt notice to Impacter, to affect the termination of any User ID for any Client User if there is any compromise in the security of that User ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services.

(c) Data. Client is solely responsible for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment, including Client Data. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

(d) Security Incident Response. In the event of a Security Incident involving Personal Information or other Client Data, Impacter will (i) notify Client within forty-eight (48) hours of confirming the incident; (ii) provide regular updates on the status of the investigation and remediation efforts; (iii) cooperate with Client in providing any notifications required by applicable law; and (iv) implement reasonable measures to prevent similar incidents in the future.

8. Fees and Payment

(a) Subscription Fees. Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Impacter will issue an invoice for each payment annually.

(b) Fees. Any fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". All Fees will be invoiced and are payable net thirty (30) days after the invoice date.

(c) Service-Related Fees. Fees for Professional Services and Training will be invoiced net-30 after the services are delivered. License fees remain payable in advance as set forth in § 8.a. No service-related fee is earned or payable until the corresponding services have been rendered.

(d) Renewals; Enrollment Increases. Prior to any Renewal Term (as defined in Section 17 ("Term")), Client shall provide Impacter with an updated Student Count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Impacter reserves the right to validate, adjust, and/or invoice for variation of Client's Student Count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Impacter's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment and will be prorated for the remainder of the current Subscription Period. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Impacter reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Impacter may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(e) Late Payment. Client may not withhold or "setoff" any amounts due hereunder. Impacter reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 14 ("Notices") and Section 18 ("Termination"). Any delinquent amount owing shall accrue interest, after the payment is due, at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

(f) Certain Taxes. Fees quoted do not include tax, and Client shall pay all applicable taxes. If Client is exempt from federal, state, sales, and use taxes, then Client will not be charged the same upon providing Impacter with sufficient evidence of the applicable exemption.

9. Confidential Information

(a) Definitions. For purposes of this section, the Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser." "Confidential Information" means all information or materials disclosed by Discloser to Recipient, either directly or indirectly, in writing, orally or by inspection, including, without limitation, business plans, designs, documents, drawings, customer lists, customer names, financials, forecasts, know how, ideas, inventions, market information, marketing plans, algorithms, databases, processes, products, product plans, prototypes, research, specifications, software, and trade secrets. Confidential Information also includes information of a third party that is in the possession of the Discloser and is disclosed to the Recipient under this Agreement, regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products, the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Impacter, and Impacter hereby acknowledges that Client Data will be considered Confidential Information belonging to Client. Confidential Information does not include information or materials that the Recipient can demonstrate by documentation: (a) was already in the possession of the

Recipient without restriction on use or disclosure prior to receipt of such information from the Discloser; (b) was or is independently developed by the Recipient without reference to or use of any of the Discloser's Confidential Information; (c) was or becomes generally known by the public other than by breach of this Agreement; or (d) was received by the Recipient from a third party who was not, at the time, under any obligation to maintain the confidentiality of such information or materials.

(b) Covenant. To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter Recipient shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel on a "need to know" basis (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof.

(c) Permitted Disclosures. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure, cooperates with the Discloser to seek an appropriate protective order, and discloses only that portion of Confidential Information that is legally required to be disclosed. Furthermore, Recipient shall only permit access to Discloser's Confidential Information to those of its employees, consultants or non-employee advisors (and for Client, Client's Personnel) who (a) require access to the Confidential Information in connection with the Purpose, and (b) have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein, including without limitation the obligation to protect and safeguard information belonging to third parties, such as the Discloser (collectively, "Representatives"). Recipient shall be responsible for any unauthorized use or disclosure of the Discloser's Confidential Information by Recipient's Representatives.

(d) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section 9 may cause irreparable harm to Discloser that may not be adequately compensable by monetary damages. In addition to other relief, it is agreed that Discloser may seek injunctive relief without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Limited Warranties and Disclaimers

(a) Limited Service Warranty. Impacter warrants that (i) it has the right to license to Client the Software and Services as contemplated by this Agreement; and (ii) that the Services will operate in

substantial conformity with the applicable Documentation.

(b) Limited Privacy Warranty. Impacter hereby recognizes that the Client Data which Client provides to Impacter may include personally identifiable information of students. In order for Impacter to carry out its obligations under this Agreement, it is necessary for Impacter to use the Client Data. Impacter agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Impacter agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Impacter will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client or Client Users. Impacter warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Impacter also warrants that it shall not disclose, permit the disclosure, or provide access to the Client Data to any third parties, except as is necessary for Impacter to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Impacter shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach. Nothing in this Section permits any use of De-identified Student Data other than as provided in Section 4(d).

(c) Written Information Security Program. Impacter warrants that it maintains a written information security program that includes administrative, technical, and physical safeguards designed to protect Client Data. This program includes, but is not limited to: (i) access controls and user authentication procedures; (ii) data encryption both in transit and at rest; (iii) network security measures; (iv) regular security assessments and vulnerability testing; (v) incident response procedures; and (vi) employee training on data security practices. Impacter will conduct annual third-party penetration testing and quarterly vulnerability assessments of its systems that process Client Data, and will provide summary reports to Client upon request.

(d) DISCLAIMER OF OTHER WARRANTIES. THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN). IMPACTER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. IMPACTER DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, IMPACTER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IMPACTER OR AN IMPACTER REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF

ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

11. Limitation of Liability

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

IMPACTER SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF IMPACTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF 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 BY CLIENT TO IMPACTER HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. Notwithstanding the foregoing, the limitation of liability set forth in this Section 11 shall not apply to: (i) either Party's gross negligence or willful misconduct; (ii) claims arising under Section 12 (Indemnification); (iii) breaches of Section 9 (Confidential Information); or (iv) violations of Section 13 (COPPA and Student Data Protections).

12. Indemnification

(a) Client Indemnification. Client shall defend, indemnify, and hold harmless Impacter Education Corp., its affiliates, and their respective officers, directors, employees, agents and representatives (collectively, the "Impacter Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) any breach by Client or Client Users of this Agreement, including violation of any term, warranty or representation; (ii) any unauthorized download, modification, or use of Impacter's software, services, documentation, or materials by Client or Client Users; (iii) any failure by Client to fulfill its obligations or warranties under this Agreement (e.g., obtaining parental consent, providing required notices); (iv) any failure of a third-party service engaged by Client to comply with COPPA or any other applicable law when providing services under this Agreement; (v) the negligence, willful misconduct, or fraud of Client or Client Users in connection with this Agreement.

(b) Impacter Indemnification. Subject to Section 11 (Limitation of Liability), Impacter will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all third-party claims that solely arise from or solely relate to: (i) a material breach by Impacter of the privacy warranty in Section 10(b) or infringement of third party intellectual property rights under the Agreement, or (ii) the gross negligence or intentional misconduct of Impacter or any of its employees, contractors and agents.

13. Coppa and Student Data Protections

(a) Parental Notice & Consent. For any user under age 13, Client shall secure verifiable parental consent ("VPC") in accordance with 15 U.S.C. § 6501 et seq. before collecting any Personal Information, and shall provide parents a clear "Notice to Parents" that lists all categories of Personal Information collected by Impacter and any subprocessors, their purposes, and retention periods. Impacter represents and warrants that each third-party service it employs maintains COPPA-compliant VPC mechanisms (or qualifies for statutory exemptions) and will not use Student Data of any student, regardless of age, for Model Development, and will not use children's Personal Information for advertising or any purpose beyond what is disclosed in the Notice to Parents.

(b) Neutral Age Screening. Where age-screening mechanisms are required to distinguish between child and adult users, Impacter will implement neutral age-gating mechanisms that do not encourage users to falsify their age, in accordance with 16 C.F.R. § 312.5(b)(2) as amended.

(c) Retention. Impacter retains Student Data no longer than Client retains the same category of record under Client's own schedule, and in no event longer than twelve (12) months after last educational use, unless Client directs longer retention in writing or applicable pupil-records law requires it, in which case such data will be segregated and deleted at the earliest lawful date. Where Client's period is shorter, Client's period controls (Cal. Bus. & Prof. Code §22584(d)(5)(B)). Client may elect end-of-school-year deletion or text-only administration. Where audio or video is recorded, recordings are retained with their transcripts and disposed of on the same schedule. Impacter's written data retention policy under §22584(d)(5)(A) is Section 8 of the Privacy Policy and is available on request to any student, parent, guardian, education rights holder, or Client Personnel.

Deletion. Impacter deletes Student Data within sixty (60) days of Client's written request, with written verification (§22584(d)(2)), and honors a request from a parent, guardian, education rights holder, or former student aged 18 or older once the student has been unenrolled for at least sixty (60) days (§22584(d)(3)), except as to records Client directs Impacter to maintain. Backups age out on a thirty-five (35) day cycle.

(d) Enhanced Data Security. Impacter will maintain the written information security program described in Section 10(c) and will conduct annual third-party vulnerability assessments and regular security monitoring specifically designed to protect children's Personal Information. Results of security assessments will be provided to the COPPA Compliance Officer and, upon request, summary reports will be made available to Client with confidential security details redacted.

(e) COPPA Compliance Officer. All COPPA notices, inquiries, parental requests for access to their child's Personal Information, or data deletion requests must be directed to Ashley Michelson, COPPA Compliance Officer, coppa@impacterpathway.com. The COPPA Compliance Officer will respond to parental requests within ten (10) business days of receipt.

(f) Subprocessor Compliance. Impacter will ensure that all subprocessors that may have access to Student Data have entered into written agreements that include terms substantially similar to those in this Agreement. Each subprocessor is contractually prohibited from using Student Data for any purpose other than providing its contracted service to Impacter, from disclosing it to any other party,

and from using it for Model Development, and is required to maintain reasonable security practices (Cal. Bus. & Prof. Code §22584(b)(4)(E)). The current list is published at impacterpathway.com/ab1159. Impacter will give Client thirty (30) days advance notice before engaging any new subprocessor that will have access to Student Data, and Client may object as provided in Section 6(b).

(g) Sensitive Categories. Impacter does not collect, use, retain, or disclose Student Data relating to a student's reproductive or sexual health, immigration status, or sexual orientation or gender identity (Cal. Bus. & Prof. Code §22584(b)(6)). Impacter's prompts do not solicit such information. Where a student volunteers it, it is not scored, not reported, and removed from stored transcripts upon identification.

(h) Human Review. Individual results and concern indicators are reviewed by a qualified person before release to Client Personnel.

14. Notices

Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Impacter to the attention of: Impacter Legal Department to the address listed as Impacter's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

15. Audit Rights

Once per calendar year, Client may, upon reasonable notice and during normal business hours, audit Impacter's compliance with the privacy and security obligations set forth in this Agreement. Such audit may be conducted by Client or its authorized representative and may include review of relevant policies, procedures, and certifications (such as SOC 2 Type II reports). Impacter may require the auditor to execute a reasonable confidentiality agreement. The audit shall be conducted in a manner that does not unreasonably interfere with Impacter's business operations.

16. Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act, cloud provider failures, supply chain interruptions, or failure of the Internet (not resulting from the actions or inactions of Impacter); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) shall not be considered in breach during the duration of the Force

Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, either Party may elect to terminate the Agreement upon notice to the other Party, and Client shall be entitled to a pro-rata refund of any prepaid fees for the unused portion of the Subscription Period.

17. Term

Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect for the period measured by the Start Date and End Date set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates unless specified otherwise in the attached or a subsequent Client Order. Either Party may provide written notice of non-renewal at least sixty (60) days prior to the end of the then-current Term. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 18 ("Termination").

18. Termination

(a) Termination for Breach. Impacter shall have the right to immediately suspend performance of or terminate this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Impacter shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9 (Confidential Information). Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Impacter, Impacter shall have the right to seek equitable relief against any actual or threatened breach thereof.

(b) Termination for Convenience. For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notifies Impacter in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c) Termination or Suspension for Failure to Make Timely Payment. Impacter may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Impacter. In the event of termination or suspension by Impacter under this section, Client's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Impacter's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Impacter, be restored when Client's payment obligations are brought current and Impacter has received adequate

assurances that Client's payment obligations to Impacter shall remain current for the remainder of the term of the Agreement.

(d) Termination Due to Non-Appropriation or Change in Funding. Client may terminate this Agreement in the event that it does not sustain sufficient funding to pay the Fees by providing at least thirty (30) days written notice to Impacter prior to the Renewal Term. Client will provide Impacter documentation evidencing the non-appropriation of funds upon request. Impacter may terminate the Agreement at the close of that academic year if (i) a change in funding provided to the Client materially reduces Client's ability to pay the Fees to which Impacter is entitled under a Client Order or SOW, or (ii) there is a material change in applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Impacter is unwilling or unable to make the required changes.

(e) Survival. Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owed), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Impacter will dispose of Client Data within sixty (60) days after the effective date of termination, or as Client directs in writing, and will confirm disposition in writing, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Impacter's sole discretion, all Confidential Information of Impacter as set forth in Section 9 ("Confidential Information"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 9 ("Confidential Information"), Section 10(d) ("Disclaimers"), Section 11 ("Limitation of Liability"), Section 12 ("Indemnification"), Section 13 ("COPPA and Student Data Protections"), Section 18(e) ("Survival"), and Section 19 ("General Provisions"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Impacter shall make a final backup of Client Data and provide the backup media to Client at Impacter's then-current rates in a readily usable form in accordance with industry standards.

19. General Provisions

(a) Assignment. Client may not assign this Agreement to any third party without Impacter's prior written consent, which consent shall not be unreasonably withheld. Impacter may assign this Agreement to any affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that any assignee assumes all of Impacter's obligations hereunder. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b) Choice of Law. If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange

County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Impacter must be brought within one (1) year after it arose, or be barred.

(c) Construction. Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(d) Force Majeure. See Section 16.

(e) Severability. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that Section 11 ("Limitation of Liability") will remain in effect notwithstanding the enforceability of any other provision herein.

(f) Waiver. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(g) Counterparts; Facsimile Signature. Impacter requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon the other Party as an original.

(h) Client Authorization; Enforceability. Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(i) No Third-Party Rights. This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(j) Independent Contractors. Client's relationship to Impacter is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Impacter.

(k) Entire Agreement. This Agreement, Impacter's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Impacter's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or

conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Impacter, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect. Order of precedence in case of conflict: (1) written amendment signed by both parties; (2) executed SOW; (3) this Agreement; (4) Client Order; (5) purchase order (for quantity and pricing only). If a later document is silent on a topic addressed in an earlier document, the earlier document controls that topic. Where Client and Impacter have executed a California Student Data Privacy Agreement, then as to the protection, use, retention, and disposition of Student Data, the provision more protective of Student Data controls.

(l) California Student Privacy. Impacter complies with Cal. Bus. & Prof. Code §22584 as amended by Assembly Bill 1159 (Ch. 182, Stats. 2026), and applies its provisions as of the date of this Agreement. Nothing in this Agreement limits any right of a pupil, parent, guardian, or education rights holder under Cal. Bus. & Prof. Code §22585.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date, by their duly authorized representatives.

CLIENT: Signature / Name / Title / Date