

THIS MASTER SERVICE AGREEMENT (“**Agreement**”) by and between MasteryPrep, LLC (“**MasteryPrep**,” “**Us**,” “**We**” or “**Our**”) and the **Customer** (“**Customer**,” “**You**,” or “**Your**”). Customer and MasteryPrep are collectively referred to as the “**Parties**” or individually/interchangeably to as “**Party**.”

1. INCORPORATIONS BY REFERENCE

1.1. This Agreement incorporates the following documents, by reference, as if copied herein: (a) the Order Form executed between the Parties; (b) MasteryPrep’s Privacy Policy; and (c) if any Product Offering purchased under the Order Form includes access to ACT Online Prep, the ACT Online Prep Terms and Conditions attached hereto as Exhibit A (“ACT Terms”). MasteryPrep’s Privacy Policy can also be found online at www.masteryprep.com/privacy-policy/.

1.2. All references to this Agreement herein, and on the Order Form, collectively refer to this Agreement, Order Form, Privacy Policy, and, where applicable, the ACT Terms. Please note that the Privacy Policy may be periodically updated and such updates are immediately effective between the Parties and will be sent to Customer via email through its Authorized Contact. Where the ACT Online Prep product is purchased under this Agreement, Customer accepts and agrees to comply with the applicable provisions of the ACT Terms and shall ensure its Users do the same. In the event of a conflict between this Agreement and the ACT Terms, the ACT Terms shall control solely with respect to the ACT Online Prep product.

2. DEFINITIONS

2.1. “Authorized Contact” refers to either Party’s agent, employee, or authorized representative capable of executing contracts and making decisions related to the Product Offerings on behalf of Customer.

2.2. “Confidential Information” shall mean any information of a confidential or proprietary nature, received, acquired, developed, or held by either Party, including, but not limited to, business affairs, data, designs, manuals, documentation, formulas, ideas, inventions, knowledge of manufacturing processes, curriculums, educational materials, practice exams, methods, pricing, plans, financial data, product specifications, configurations, strategies, network architecture, either Party’s customer data, marketing plans, any intellectual property, technical information, protected health information, individual financial information, instructional materials, and any data that may, in any manner, identify any student or educational institution, as well as the terms of this Agreement.

2.3. “Conventional Business Hours,” shall refer to the hours of eight a.m. through five p.m., Central Standard Time, Monday through Friday, excluding Federal and Louisiana state recognized holidays.

2.4. “Effective Date” shall refer to the date of Customer signature on the Order Form.

2.5. “Force Majeure Event” shall refer to disastrous, destructive, unpredictable, and/or substantial natural or man-made events, including but not limited to war, flood, hurricanes, burglary, acts of terrorism, pandemics, Cyber-Attacks, riots, tornadoes, fire, and strikes that are beyond the reasonable control of a Party.

2.6. “Minor” shall refer to any individual, under the age of 18, that is a Student of Customer, otherwise subject to Customer’s educational tutelage, and/or who is reasonably anticipated by the Customer to utilize the Product Offerings or any other component of the Platform as a result of this Agreement between Customer and MasteryPrep.

2.7. “Order Form” describes Product Offerings to be performed by MasteryPrep for Customer, including cost(s), until/unless amended by mutual agreement by the Parties. The Order Form may be amended or supplemented during the term. Any Order Form that initiates new services may extend the initial term of this Agreement.

2.8. “Personal Information” shall have the same meaning as that provided under Louisiana Law.

2.9. “Platform” shall refer to the MasteryPrep website and other internet-based assets that host the online portion of the MasteryPrep Product Offerings, as well as MasteryPrep’s privacy policy and this Agreement.

2.10. “Product Offerings” collectively refers to all services identified in the Order Form that both Parties agreed that MasteryPrep would provide to Customer, which are delivered subject to this Agreement.

2.11. “Technology Solutions” shall collectively refer all subscriptions, end-user license agreements, subscription-as-a-service agreements, or other lawfully issued licenses to use third-party software products; and all materials and equipment, which may include, but are not limited to server, printers, computers, and internet-connected devices.

2.12. “User(s)” shall collectively refer to any person or entity that utilizes the Product Offerings or Platform through the License (defined herein) granted to Customer; Users includes, but is not limited to, employees (faculty, staff, and student workers), students, contractors, and Minors (as defined herein).

3. GENERAL LICENSING

3.1. License for Product Offerings; Generally. All Product Offerings shall be governed by this Agreement and are provided to Customer subject to a non-exclusive, non-perpetual, and non-transferable license (the “License”) once the Order Form is executed between the Parties.

3.1.1. Intellectual Property. This is NOT a work-for-hire Agreement. MasteryPrep is and will remain, the sole owner and/or licensor of all its Product Offerings and any other content available on its Platform (MasteryPrep’s “Intellectual Property”). Nothing in this Agreement or in any License shall grant or convey, to Customer, any full or partial authorship, patents, trademarks, copyrights, goodwill, or any other type of intellectual property rights in/to MasteryPrep’s Intellectual Property.

3.2. Customer Data. MasteryPrep is exclusively relying on information provided by Customer, without independently verifying the accuracy thereof, in rendering the Product Offerings. Customer is solely responsible for the veracity and accuracy of its information. All data rendered accessible by Customer to MasteryPrep through the Product Offerings, including any Personal Information (collectively, “Customer Data”), is and shall remain the property of Customer. Customer is solely responsible for the accuracy, quality, legality, and reliability of Customer Data, regardless of the Product Offerings. Customer is solely responsible for any unauthorized access of its System under any state or federal law that impacts Customer Data. MasteryPrep will only use Customer Data as needed to provide the Product Offerings and not for any other purposes absent Customer’s express, prior consent. However, MasteryPrep may aggregate, de-identify, or anonymize Customer Data and use such aggregated, de-identified, or anonymized data for its own research and development purposes. MasteryPrep will employ reasonable security measures to protect Customer Data.

3.2.1. Customer is solely responsible for complying with applicable laws and regulations, and accepted industry standards, when transferring or otherwise making Customer Data available to MasteryPrep.

3.3. Customer’s Responsibilities. Customer shall be exclusively responsible for the supervision, management, and control of its Users accessing the Platform and Product Offerings, including, but not limited to the following responsibilities: (a) Assuring that its Users do not attempt to copy, modify, or replicate the Platform or Product Offerings, or remove or alter any of MasteryPrep’s copyrights or trademarks from the Platform or Product Offerings; and (b) Preventing its Users from: (i) knowingly sending or storing infringing, obscene, libelous or otherwise unlawful or tortious material to/within the Platform or Product Offerings; (ii) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, or programs to or from the Platform or Product Offerings; (iii) altering or disrupting the Platform or Product Offerings; (iv) attempting to gain unauthorized access to the Platform or its servers; or (v) using the Platform or Product Offerings in violation of any applicable law.

3.4. Nondisclosure. Customer agrees not to sell, rent, encumber, alienate, assign, license, distribute, transfer, or, directly or indirectly, disclose or permit the sale, rental, licensing, distribution, transfer, or disclosure of the License and Product Offerings to any other party, and to use its best efforts to prevent inadvertent disclosure of the same.

3.5. Copyright or Other Marks. Customer agrees not to remove, deface, or destroy any copyright, patent notice, trademark, other proprietary markings, or confidential legends placed on or within the Product Offerings and Platform.

4. PRODUCT OFFERINGS & DELIVERY TERMS

4.1. Print Materials – FOB Shipping Point. All Print Materials orders are provided on FOB Shipping Point (FOB Origin) terms. Risk of loss, title, and all responsibility for Print Materials transfer to Customer upon the materials departing from the fulfillment partner’s warehouse, which may include: (i) Thomson Reuters Core Publishing Solutions, located at 610 Opperman Drive, Eagan, Minnesota 55123; or (ii) JPS Books and Logistics, located at 14030 Welch Road, Dallas, Texas 75244; or (iii) such other fulfillment partner(s) as designated by MasteryPrep in writing from time to time. Customer assumes all responsibility for loss, damage, shortage, or other issues occurring during transportation from the warehouse departure point forward. Materials are considered accepted upon departure from the fulfillment partner’s warehouse.

4.2. Return Policy. Customer may return any Print Materials within ninety (90) days of delivery to Customer for a full refund, provided that the items are returned in their original, unused condition. This return policy applies exclusively to Print Materials and does not cover any damages, alterations, or usage caused by Customer. To initiate a return, Customer must contact MasteryPrep’s customer service team at support@masteryprep.com to obtain a return authorization number. Shipping costs for returns shall be the responsibility of Customer unless the return is due to an error on MasteryPrep’s part. Returns received beyond the ninety (90) day period from delivery shall not be accepted.

5. LEGAL COMPLIANCE AND NOTICES

5.1. No Fiduciary. This Agreement does not create any fiduciary relationship between the Parties. If, by operation of law, a fiduciary relationship is implied, Customer hereby waives any such fiduciary rights and benefits.

5.2. Legal Compliance. MasteryPrep's Product Offerings do not ensure compliance with any local, state, or federal law or regulation and Customer shall be solely responsible for adhering to all local, state, and federal regulations regarding the use, custody, control, and sharing of Customer Data, and use of Product Offerings by Minors.

5.3. Privacy. If Customer requires specific precautions or safeguards from MasteryPrep to comply with Customer's own privacy policy or applicable legal standards, it must provide such information to MasteryPrep, in writing, prior to the Effective Date in order for MasteryPrep to incorporate such information into its Product Offerings.

5.4. No Personal Information. Notwithstanding any other provision herein, Customer is strongly advised **not** to send any Personal Information to MasteryPrep. **Personal Information is not required for the Product Offerings.**

5.5. Data & Service Access. Customer Data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. Customer agrees to notify MasteryPrep if Customer must modify any provisions contained herein; in such events, MasteryPrep reserves the right to adjust the requisite costs and fees associated with the change.

5.6. Notices. Customer and MasteryPrep shall send and receive written notices by electronic mail or U.S. Mail or commercial courier through each Party's Authorized Contact identified on the Order Form. Notices anticipated by this Agreement shall be deemed as received as follows: (a) The date that the U.S. Mail or commercial courier confirms delivery via tracking. If the delivery date is not during Conventional Business Hours, the written notice shall be deemed as received on the immediate next business day; or (b) the date that electronic mail correspondence is sent to the receiving Party's Authorized Contact provided on the Order Form. If electronic mail is not sent during Conventional Business Hours, it shall be deemed received on the immediate next business day.

5.7. Parental Consent. Customer understands and agrees that Customer is solely responsible for obtaining any parental consent required by 16 CFR Part 312 (Children's Online Privacy Protection Rule) or any other state or federal law, to allow any Minor lawfully to utilize the Product Offerings. MasteryPrep is materially relying on Customer to obtain any requisite parental consent. If Customer fails, for any reason, to obtain any legally required parental consent for a Minor to utilize the Product Offerings, Customer shall indemnify, defend, and hold MasteryPrep harmless from any damages, allegations, lawsuits, fines, settlements, claims, investigations, interruption of business, economic losses, attorneys' fees, and court costs that relate to and/or arise from Customer's failure to obtain any legally required parental consent on behalf of a Minor utilizing the MasteryPrep Platform or Product Offerings.

6. CUSTOMER ACCESS TO PLATFORM/PRODUCT OFFERINGS

6.1. Platform Access. Customer shall be able to access the Platform and Product Offerings through any commonly used web browser, such as Chrome, Firefox, Safari, and Internet Explorer, and internet access.

6.2. Scheduled Downtime. Occasionally, MasteryPrep will require scheduled downtime to perform maintenance on its Platform, which may affect the availability of its Product Offerings. Absent emergency circumstances, MasteryPrep will try to provide Customer with forty-eight (48) hours prior notice of any such scheduled downtime.

6.3. Support. In the event that Customer or any of its authorized users confronts issues with accessing the MasteryPrep Platform or its Product Offerings, please email support@masteryprep.com.

6.4. Third-Party Components. Customer understands and acknowledges that the Platform and Product Offerings may contain third-party components, drivers, or source code ("**Third-Party Components**"). These Third-Party Components are provided under separate terms and conditions different from this Agreement, typically found in a separate license agreement or similarly purposed document. The third-party's license terms and use restrictions will solely govern the use of such components. By executing this Agreement, Customer agrees to be bound by the terms and conditions of any licensing agreement associated with the use of Third-Party Components.

7. TERM & TERMINATION

7.1. Term. This Agreement and accompanying Order Form shall become effective between the Parties for the period set forth on Order Form (the "**Term**"). **Unless expressly stated otherwise in the Order Form**, the Term shall automatically

renew for successive one (1) year periods ("**Renewal Periods**") unless either party provides the other with written notice of cancellation a minimum of ninety (90) days prior to the expiration of the Term or Renewal Period, as applicable.

7.1.1. During each Renewal Period, MasteryPrep reserves the right to increase the total price of the Product Offerings reflected on the Order Form by a maximum of 5% percent (based off the previous year's Order Form).

7.2. This Agreement. This Agreement will terminate automatically and immediately upon either of the following: (a) if either Party terminates this Agreement for Cause (described below); or (b) expiration of the Term. Upon termination, all Product Offerings will immediately and permanently cease; however, the termination of this Agreement shall not change or eliminate any fees that accrued and/or were payable to MasteryPrep prior to the date of termination, all of which shall be paid by Customer. Except as otherwise expressly provided herein, this Agreement shall not be terminated without cause if Product Offerings are in progress under the Order Form.

7.3. Termination. Neither party may terminate this Agreement without cause prior to the expiration of the Term absent express, mutual written consent of the Parties. In the event that one party (a "**Defaulting Party**") commits a material breach of this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately the Agreement "for cause" provided that (a) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (b) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Customer) following receipt of written notice of breach from the non-Defaulting Party. If MasteryPrep terminates this Agreement for Cause, MasteryPrep shall have the right to immediately terminate Customer's access to MasteryPrep's Product Offerings without returning any fees/costs paid or owed by Customer. If Customer terminates this Agreement for Cause, Customer shall receive a reimbursement equal to a pro-rated portion of all fees/costs paid for all Product Offerings used and enjoyed before the date of MasteryPrep's alleged default.

7.4. Transition; Deletion of Data. Following termination of this Agreement, MasteryPrep will provide Customer with assistance in downloading all reasonably available records of Customer Data kept on the Platform provided that Customer: (a) all fees due and owing to MasteryPrep are paid in full prior to MasteryPrep providing this service; and (b) Customer agrees to pay MasteryPrep's current hourly rate for such services as set by MasteryPrep. For the purposes of clarity, it is understood and agreed that the retrieval of such records are subject to the preceding requirements; MasteryPrep makes no guarantee that such information will be available following termination.

7.4.1. MasteryPrep has no obligation to store or maintain any Customer data in MasteryPrep's possession or control beyond thirty (30) calendar days following the Termination of this Agreement for any reason. Customer agrees to indemnify, defend, and hold MasteryPrep harmless against any and all claims, costs, fees, or expenses incurred by Customer that arise from, or are related to, MasteryPrep's deletion of Customer data after the thirty (30) day period. If Customer wishes for MasteryPrep to store and/or transfer Customer data to an external source beyond the thirty (30) day period, Customer must provide such instruction to MasteryPrep within five (5) days of the Termination.

7.5. Data Destruction. MasteryPrep will use commercially reasonable efforts to delete all Customer Data following termination; however, MasteryPrep cannot guarantee that deleted Customer Data will be irrecoverable.

8. FEES

8.1. Product Offerings Fees. All costs and fees associated with the Product Offerings and any Additional Services, along with the payment schedule, are provided on the Order Form.

8.2. Payment Method. MasteryPrep accepts payment via Automated Clearing House ("**ACH**"). If Customer elects to pay for the Product Offerings via ACH, MasteryPrep will provide a copy of its ACH instructions at the time of the execution of the Order Form, which shall be confirmed with Customer either via video conference or in-person with the MasteryPrep representative identified on the Order Form. **If, at any time, Customer receives instructions that in any way attempt or appear to alter the ACH information or payment methods requested by MasteryPrep, Customer is to immediately contact the MasteryPrep authorized contact on the Order Form via video conference (such as FaceTime, Teams, or Zoom) to confirm the veracity of any such changes.** If Customer fails to verify any changes to payment instructions regarding MasteryPrep as described in this paragraph and sends payment intended for MasteryPrep to an unknown and/or unauthorized third-party, Customer **EXPRESSLY UNDERSTANDS AND AGREES** that Customer shall solely bear such loss, without any recourse against MasteryPrep, and Customer is NOT relieved of its payment obligations to MasteryPrep.

8.3. Nonpayment. Product Offerings will be suspended if any invoice becomes more than fifteen (15) days past due. Late payments of Fees may result in a cessation of the Product Offerings and/or shall incur interest at the rate of three

percent (3%) per month from the date due until paid in full. Customer shall pay all expenses, including actual attorneys' fees, incurred by MasteryPrep or its Agents in enforcing its rights under this Agreement.

8.4. Taxes. All Fees payable under this Agreement are exclusive of sales, use, excise, and any other applicable transaction taxes, which Customer will pay (excluding taxes based upon the net income of MasteryPrep).

9. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNITY.

9.1. General Disclaimer of Warranty by MasteryPrep. Customer acknowledges and agrees that MasteryPrep provides the Product Offerings and all content on its Platform to Customer "AS-IS." MasteryPrep shall not be deemed to have made any warranties or representations regarding the Product Offerings, Platform content, or any Third-Party Components to Customer. MASTERYPREP HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO CUSTOMER, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE PRODUCT OFFERINGS, PLATFORM CONTENT, AND THIRD-PARTY COMPONENTS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, STATUTORY OR REGULATORY COMPLIANCE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR CONFORMITY OF THE PRODUCT OFFERINGS, PLATFORM CONTENT, AND THIRD-PARTY COMPONENTS TO COMMERCIALLY REASONABLE STANDARDS AND SPECIFICATIONS (collectively, the "DISCLAIMED WARRANTIES"). CUSTOMER UNDERSTANDS AND AGREES THAT MASTERYPREP IS NOT AND WILL NOT BE LIABLE, IN CONNECTION WITH ANY OF THE DISCLAIMED WARRANTIES, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT), PROPERTY DAMAGE, BUSINESS INTERRUPTION, ATTORNEYS' FEES, LITIGATION COSTS, EXPERT WITNESS FEES, ECONOMIC LOSSES, REGULATORY FINES, OR GOVERNMENT OR COURT-ORDERED CORRECTIVE/REMEDIAL ACTIONS related to the Product Offerings, Platform content, and Third-Party Components. Customer agrees that MasteryPrep's disclaimer of warranties shall apply in lieu of any other statutory rights and remedies otherwise available to Customer. No Order Form by any MasteryPrep employee or agent, orally or in writing, will serve to create any warranty or obligation not expressly set forth herein or to otherwise modify this Agreement in any way whatsoever. FURTHERMORE, MASTERYPREP EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS THAT USE OF ITS PRODUCT OFFERINGS OR PLATFORM CONTENT WILL RESULT IN HIGHER TEST SCORES, STUDENT PARTICIPATION/ENGAGEMENT, COST SAVINGS, OR ANY OTHER FORM OF RETURN ON INVESTMENT.

9.1.1. MASTERYPREP DOES NOT WARRANT THAT ITS THIRD-PARTY COMPONENTS, THE PLATFORM, OR AVAILABILITY OF THE PRODUCT OFFERINGS WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, OR THAT ALL ERRORS WILL BE IMMEDIATELY CORRECTED.

9.2. Liability Limitations. This paragraph limits the liabilities arising from the Product Offerings and is a bargained-for and material part of MasteryPrep's business relationship with Customer. Customer acknowledges and agrees that MasteryPrep would not provide any Product Offerings or access to its Platform, unless MasteryPrep could rely on the limitations described in this paragraph. Customer understands and agrees that no technology system can be 100% secure, stable, and free from errors. THEREFORE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF INTENTIONAL MISCONDUCT BY MASTERYPREP, IN NO EVENT SHALL MASTERYPREP OR ITS AGENTS BE LIABLE TO CUSTOMER, CUSTOMER'S AGENTS, OR ANY OTHER THIRD-PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR GENERAL DAMAGES, WHICH THE PARTIES EXPRESSLY AGREE INCLUDES, WITHOUT LIMITATION AND REGARDLESS OF ITS LEGAL CATEGORIZATION, ANY DAMAGES FOR PERSONAL INJURY, NEGLIGENT ACTS OR OMISSIONS, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, LOST GOODWILL, CYBER-ATTACKS, DATA BREACH, FORCE MAJEURE EVENTS, UNAUTHORIZED SYSTEM CHANGES OR DATA ACCESS, COMPUTER FAILURE OR MALFUNCTION, AND/OR COST OF REPLACEMENT GOODS OR SERVICES, OR ANY OTHER DAMAGES ARISING OUT OF OR RELATED TO THE PLATFORM, PRODUCT OFFERINGS, OR ITS THIRD-PARTY COMPONENTS FOR MORE THAN ONE-TWELVETH OF THE ORDER FORM VALUE.

9.3. Indemnity. Customer shall indemnify, defend, hold MasteryPrep harmless from and against any and all liabilities, obligations, losses, damages, investigations, regulatory fines or cost of compulsory actions, penalties, claims (including, without limitation, claims involving negligence, unjust enrichment, strict or absolute liability), lawsuits, court costs, personal injury, property/data loss, loss of goodwill, interruption of business, economic losses, attorneys' fees, identity theft, Cyber-Attacks, data breaches, or Force Majeure events as well as any other alleged violation of state or Federal law and litigation expenses of any kind and nature whatsoever (collectively, "**Claims**") which may be claimed or asserted

against MasteryPrep, that relate to and/or arise out of this Agreement (collectively, the "**Indemnity**"). However, Customer is not required to indemnify MasteryPrep for any claim resulting from intentional acts of misconduct by MasteryPrep.

10. CONFIDENTIALITY

10.1. Each Party shall protect all Confidential Information of the other Party with the same degree of care and due diligence as it uses to avoid the unauthorized use, disclosure, publication, or dissemination of its own Confidential Information of a similar nature, but in no event less than reasonable care. Neither Party may use the other Party's Confidential Information for its own benefit or the benefit for a third-party, or disclose, publish, release, transfer or otherwise make available to any third Party, any Confidential Information of the other Party without the other Party's prior written consent. Following the termination of this Agreement, the Parties shall either return the other's Confidential Information or certify the destruction thereof by commercially reasonable means.

10.2. This Section does not apply to the following situations: (a) the Confidential Information was independently developed or known by the receiving Party prior to the Effective Date; (b) the Confidential Information is or becomes publicly known absent a breach of this Agreement; and (c) the Confidential Information is received by the Receiving Party from a third-party without any obligation of confidentiality.

10.3. Each Party shall, as soon as reasonably practicable, notify the other Party of: (a) any receipt of a court order or public records request for the other Party's Confidential Information; and (b) any unauthorized possession, disclosure, use or knowledge, or attempt thereof, of the other Party's Confidential Information, including any real or attempted network security breach. The notifying Party shall cooperate with the other Party in all lawful manners to prohibit and/or limit the undesired disclosure of that Party's Confidential Information.

11. MISCELLANEOUS

11.1. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be removed, with all remaining provisions remaining in full force and effect. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

11.2. This is not a "Work for Hire" Agreement. MasteryPrep exclusively retains all intellectual property rights in any property invented or composed during the performance of the Product Offerings, including custom configurations of Technology Solutions. Customer may not disassemble or reverse engineer, derive source code from, copy, or distribute to third parties any MasteryPrep Intellectual Property or its Technology Solutions.

11.3. Amendment. This Agreement may only be amended by mutual written consent of the Parties.

11.4. Subcontracting. MasteryPrep may subcontract out any of the Product Offerings to another vendor that MasteryPrep determines to be qualified to perform those Product Offerings, without Customer's permission.

11.5. Relationship. MasteryPrep is and shall remain an independent contractor of Customer.

11.6. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without reference to principles of conflicts of laws.

11.7. Dispute Resolution. In the event of any dispute arising between the Parties that cannot be amicably resolved, the Parties agree to litigate all matters exclusively in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, subject to the laws of the State of Louisiana, with all reasonable attorneys' fees to be paid by the unsuccessful party. Subject to the foregoing, the Parties may agree to undergo a mediation at any time in hopes of reaching an amicable resolution. Mediation fees shall be equally shared by the parties.

11.8. Waiver. Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

11.9. Force Majeure. Neither Party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay Fees, project fees, or additional expenses), or interruption of Service resulting directly or indirectly from any cause beyond its reasonable control, including Force Majeure events.

11.10. No Stipulation *Pour Autrui*. This Agreement is only effective between the Customer and MasteryPrep. There are no other third-party beneficiaries hereto.

11.11. Conflicts. Conflicting language shall be interpreted in favor of the more specific provisions.

11.12. Surviving Obligations. Following the termination of this Agreement, both Parties' obligations concerning the other Party's Confidential Information shall survive for a period of two (2) years.

11.13. Assignment. Customer may not assign its rights or obligations under this Agreement without MasteryPrep's prior written consent which shall not be unreasonably withheld.

11.14. Collections. If MasteryPrep is required to send Customer's account to collections or to start any collections-related action to recover undisputed fees, MasteryPrep will be entitled to recover all costs and fees it incurs in the collections process including, but not limited to, reasonable attorneys' fees and costs.

11.15. Entire Agreement. This Agreement constitutes the entire agreement by and between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreement of the Parties, whether written or oral, with respect to such subject matter. MasteryPrep will not be bound by any terms or conditions except those in this Agreement unless MasteryPrep expressly accepts such other terms in writing.

Signature Page

Master Services Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Master Services Agreement to be duly executed by their authorized

MasteryPrep, LLC

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A ("ACT Terms")

Customer desires to purchase and ACT Education Corp. ("ACT") desires to provide, a license to the ACT Online Prep® subscription service. In consideration of the foregoing, ACT and Customer, intending to be legally bound, agree that the Agreement, defined below, governs ACT's license and delivery of Licensed Products:

1. **Definitions.** The following terms used herein have the meanings set forth in these Terms and Conditions. "Agreement" means these Terms to which these Terms and Conditions are attached and expressly excludes any contrary terms, conditions or provisions reflected in any Customer purchase order or similar document. "Licensed Products" means seat licenses for ACT Online Prep use by Authorized Users, and any related manuals and materials. "Authorized Users" means Customer-authorized students, teachers, administrators and agents.
2. **Term.** This Agreement shall become effective on the date Customer delivers to ACT the signed Agreement as presented. Unless otherwise agreed in writing, all seat licenses will be activated within three business days and extend for one year. Subject to earlier termination, this Agreement will continue for so long as Authorized Users access the Licensed Products.
3. **Fees.** Customer shall pay ACT the fees indicated on the Order Form. All payments shall be in United States Dollars. Customer is responsible for any tax liability. ACT reserves the right to discontinue delivery if payments are delinquent. Late payments accrue interest at the lesser of 18% per year or the highest amount permitted by law.
4. **Grant and Scope of License.** ACT grants Customer a limited, non-exclusive, non-transferable right to access the Licensed Products for authorized educational use. Customer may administer the Licensed Products to Authorized Users and resell as applicable. ACT may allow scoring of writing prompts with Authorized Users receiving at least one writing unit.
5. **Confidentiality.** Customer agrees not to disclose ACT Materials except as necessary. Customer shall protect ACT Materials with reasonable care. Customer must return unused Licensed Products and notify ACT of any Freedom of Information Act requests or unauthorized disclosures.
6. **Restrictions.** Customer may not use Licensed Products for purposes inconsistent with these Terms, assign or transfer rights, authorize unauthorized users, copy, or modify the Licensed Products.
7. **Customer's Responsibilities.** Customer shall appoint an administrator, ensure proper machine configuration and internet access, limit access to Authorized Users, terminate access when users cease affiliation, use in conformance with manuals, and pay fees when due.
8. **ACT Responsibilities.** ACT will provide instructions and distribute access information. ACT will provide designated administrators telephone, email, and chat technical support, excluding hardware and third-party software configuration.
9. **Data.** ACT may use and disclose data from Licensed Products use as set forth in ACT's Privacy Policy at www.act.org/privacy.html.
10. **Limitation on Damages.** ACT's liability shall not exceed amounts Customer paid during the current Term. ACT is not liable for special, indirect, incidental, punitive, exemplary, or consequential damages.
11. **Warranty and Limitations.** EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH, ACT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING USE COMPLIES WITH ALL APPLICABLE LAWS.
12. **Use After Termination.** Upon termination, Customer shall immediately discontinue use and destroy physical Licensed Products materials. Customer will certify compliance upon request.
13. **Maintenance.** Licensed Products are subject to maintenance windows when servers may be offline. ACT is not responsible for damages from downtime.
14. **Updates and Modifications.** Licensed Products may be modified at ACT's discretion. ACT may charge fees for new functionalities unless pursuant to written agreement.

15. Ownership. ACT and its vendors own all rights in the Licensed Products, including copyrights and trademarks ACT® Online Prep™. Customer does not acquire any rights in Licensed Products or ACT Materials.