

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 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. LEGAL COMPLIANCE AND NOTICES

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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.**

4.5. 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.

4.6. 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.

4.7. 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.

5. CUSTOMER ACCESS TO PLATFORM/PRODUCT OFFERINGS

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

6. TERM & TERMINATION

6.1. 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.

6.1.1. 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).

6.2. 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.

6.3. 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.

6.4. 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.

6.4.1. 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.

6.5. 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.

7. FEES

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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).

8. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNITY.

8.1. 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 COMMERCIALY 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.

8.1.1. 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.

8.2. 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-TWELFTH OF THE ORDER FORM VALUE.

8.3. 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.

9. CONFIDENTIALITY

9.1. 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.

9.2. 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.

9.3. 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.

10. MISCELLANEOUS

10.1. 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.

10.2. 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.

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

10.4. 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.

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

10.6. 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.

10.7. 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.

10.8. 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.

10.9. 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.

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

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

10.12. 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.

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

10.14. 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.

10.15. 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.

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 (if Customer requires modifications to these terms and conditions, any such agreement must be set forth in writing, signed by ACT and Customer). Unless otherwise agreed in writing, all seat licenses for the Licensed Products will be activated within three business days of the execution of this Agreement by the parties and will extend for one year. Customer shall not be entitled to any refund for unused licenses or licenses used for less than one year. Subject to earlier termination as permitted in this Agreement, expiration of this Agreement, or this Agreement being supplanted by a future agreement, this Agreement will continue in effect for so long as Authorized Users access or may access the Licensed Products made available under this Agreement.

3. Fees. Customer shall pay to ACT the fees as indicated on the Order Form. All references in this Agreement to monetary amounts and payments are in United States Dollars. Customer shall be responsible for any tax

liability imposed on it by any United States or foreign national, federal, state, provincial, municipal, or local government authority. ACT will withhold any amounts required by applicable laws and regulations. All sums payable to ACT under this Agreement shall be paid without any deduction, withholding, counter-claim or set off. If Customer is compelled by law to make any deduction or withholding from any such sums or if any payment hereunder shall be or become subject to any tax, duty, levy or impost of any nature (whether before or after the same has been paid to ACT), Customer will immediately pay to ACT such additional amount or amounts as will result in payment to and retention by ACT of the full amount which would have been received and retained but for such deduction or withholding or the imposition of such tax, duty, levy or impost. ACT reserves the right to discontinue delivery of the Licensed Products if payments are delinquent. Any amount owing from Customer to ACT pursuant to the terms of this Agreement and not paid when due shall accrue interest, commencing on the due date until paid in full at the lesser of 18% per year or the highest amount permitted by law. All costs associated with collecting amounts due to ACT under this Agreement, including attorney fees, shall be paid by Customer.

4. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to Customer a limited, non-exclusive, non-transferable right during the term of this Agreement to access the Licensed Products solely for personal and non-commercial use, (b) administer the Licensed Products to Authorized Users, (c) resell the Licensed Products to Authorized Users (as applicable), and (d) use the Licensed Products in connection with the authorized use of the Licensed Products. Customer may administer the Licensed Products at participating locations, provided Customer abides by the terms and conditions set forth in this Agreement. The license granted hereunder may, in ACT's sole discretion, allow and provide for scoring of one or more Authorized User responses to sample writing prompts. If that functionality is made available by ACT, each Authorized User would receive at least one writing "unit" enabling the scoring of one writing response. In its sole discretion, ACT may provide for and allow the purchase of additional writing units from ACT on terms, including,

without limitation, fees and whether such purchase can be made by Customer or directly by Authorized Users, as are required by ACT.

5. **Confidentiality.** Customer agrees that neither it nor its employees shall at any time during or following the term of this Agreement, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the Licensed Products provided hereunder. Customer shall protect the ACT Materials in accordance with ACT's policies and procedures, but in no event less than a reasonable standard of care. All ACT Materials are and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store and must return any unused Licensed Products (and all copies, if any) in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.

6. **Restrictions.** Except as expressly permitted in this Agreement, Customer may not (a) use the Licensed Products for any purpose inconsistent with Grant and Scope of License of these Terms, (b) assign, license, sell, resell, distribute, loan, lease, or otherwise transfer any Licensed Products or any related materials in whole or in part, (c) authorize or allow a party other than Authorized Users to use any Licensed Products, (d) copy, or allow anyone else

to copy, in whole or in part, any Licensed Products, or (e) modify, reverse engineer, decompile, or disassemble any Licensed Products.

7. **Customer's Responsibilities.** Customer shall (a) appoint an administrator who will have authority to distribute access information, and to set up user accounts up to the number of seat licenses purchased, (b) assure proper machine configuration, a compatible Internet browser, and Internet access, in each case, as applicable, (c) ensure that only Authorized Users are given access information to access the Licensed Products; (d) ensure that access to the Licensed Products is terminated when Authorized Users cease to be affiliated with Customer; (e) use the Licensed Products in conformance with any related manuals and materials as published and updated by ACT from time to time, (f) control the use of the Licensed Products, and assure that only Authorized Users are provided access, (g) comply with all other terms and conditions of this Agreement, including, but not limited to, paying, when due, all fees owed ACT, and (h) assume full responsibility for the selection of the Licensed Products to achieve any Customer purpose.

8. **ACT Responsibilities.** ACT will provide Customer with instructions and provide access information for Customer to distribute to Authorized Users. ACT will provide Customer designated administrators access to telephone, email, and chat technical support. Such support will not include assistance with configuring computer hardware, installing or operating computer operating systems, Internet browsers or any software application acquired from any third party.

9. **Data.** The parties acknowledge and agree that ACT may use and disclose the data collected from the use of the Licensed Products as set forth in ACT's Privacy Policy, available at www.act.org/privacy.html, as amended from time to time.

10. **Limitation on Damages.** ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the current Term of this Agreement. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

11. **Warranty and Limitations.** EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES REGARDING GUARANTEED UPTIME, WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT ITS USE OF THE ASSESSMENTS, PRODUCTS OR SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.

12. **Use After Termination.** Upon termination of this Agreement for any reason, Customer will immediately discontinue use of the Licensed Products and shall immediately destroy any physical materials comprising Licensed Products then in its possession. Upon request by ACT, Customer will certify in writing its compliance with these requirements.

13. **Maintenance.** The Licensed Products are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

14. **Updates and Modifications.** The Licensed Products may be modified or updated from time to time at ACT's sole discretion. ACT may make such modifications and updates available to Customer as they are developed. ACT reserves the right to charge a fee for any new functionalities available through the revised Licensed Products, provided, however, ACT shall not charge Customer additional fees under this Agreement for new functionalities unless pursuant to a written agreement executed by both parties.

15. **Ownership.** ACT and its vendors own or have license for all right, title, and interest in the ACT Online Prep materials and service offering comprising the Licensed Products including but not limited to all testing materials, documentation, related

materials, and all intellectual property rights therein (collectively, "Copyrighted Materials") and offering made in this Agreement. ACT and its vendors own copyrights in the Copyrighted Materials; ACT also owns the trademark ACT® Online Prep™ (collectively, the "ACT Materials"). Through the use of the Licensed Products or otherwise, except for the limited license rights set forth in this Agreement, Customer does not and will not acquire any right, title, or interest in the Licensed Products, including the ACT Materials. THE CONTENTS OF THE LICENSED PRODUCTS, INCLUDING THE "LOOK AND FEEL" (E.G., TEXT, GRAPHICS, IMAGES, LOGOS, AND BUTTON ICONS), EDITORIAL CONTENT, NOTICES, SOFTWARE ELEMENTS (INCLUDING HTML-BASED COMPUTER PROGRAMS, MOBILE APPLICATIONS, OR OTHERWISE), AND OTHER MATERIALS ARE PROTECTED UNDER BOTH UNITED STATES AND FOREIGN COPYRIGHT, PATENT, TRADEMARK, AND OTHER LAWS. Customer acknowledges ACT's and its vendors' title to their respective intellectual property and the goodwill relating to such intellectual property including without limitation the Licensed Products, including the ACT Materials, and the goodwill relating to such intellectual property, and agrees that ownership remains vested in the respective owner of such intellectual property both during the term of this Agreement and thereafter. Customer will not, directly or indirectly, make or authorize any application to register ACT's trademarks or any trademark that is substantially identical to, deceptively similar to or otherwise incorporates ACT's trademarks, in connection with any goods or services in any jurisdiction. Customer will not do anything that would or might invalidate or put in dispute ACT's or its vendors' title to its intellectual property, oppose any application for registration of such intellectual property, or support any application to limit, remove, cancel or expunge such intellectual property. Customer may not (a) use the ACT Materials for any purpose other than as expressly permitted, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT Materials in whole or in part, (c) authorize or allow a third party to use, sell, loan, lease, or otherwise transfer the ACT Materials, (d) copy, reproduce, distribute, email, post, scan, make available, display publicly, transfer, sell, modify, enhance, reverse engineer, decompile, or disassemble the

ACT Materials or make any addition to the ACT Materials. Customer shall not (and shall not assist or permit any third party to): (i) seek to register or protect, anywhere in the world, the ACT Materials (or seek to register or protect any designation confusingly similar to the ACT Materials; or (ii) challenge the ownership in or the validity of the ACT Materials. Customer shall promptly notify ACT, in writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Materials by any third party. Customer's rights to the ACT Materials expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise transfer ACT Materials to any other person; provided, however, that Customer may provide the Licensed Products to its designated personnel, participating locations, and examinees solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Licensed Products.

16. U.S. Government Licensees. The online component of the Licensed Products is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire only those limited rights in and to the Licensed Products as are set forth in this Agreement.

17. Username and Password. Access to the Licensed Products will be provided only to those Customer and Participating Location staff and students that have been authorized to use the services by Customer. Each authorized staff member and student will be required to use a unique username and password to access the online platforms provided as part of the Products and Services. Staff and students may not share or otherwise divulge their password with any other person. Access to the online platform is personal to the individual authorized staff member or student. Customer and Participating Testing Site staff accessing the online platforms may not impersonate any person or entity or falsely state or otherwise

misrepresent their identity or affiliation with a person or entity to ACT.

18. Computer Requirements, Compatible Platforms and Hardware, and System Maintenance. Customer acknowledges and agrees the computer configuration requirements are required to properly access and use the Licensed Products and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may, in its sole discretion, revise these computer requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access the Licensed Products. ACT is not responsible for any incompatibility between ACT Licensed Products, and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for Customer's use with the ACT Licensed Products. Licensed Products are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT will not be responsible for any damages or costs incurred by Customer, if any, for such down time.

19. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that the other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay ACT for all Licensed Products delivered through the date of termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the ACT Materials in its possession. Upon the expiration or termination of this Agreement,

the obligations set forth in the following provisions of this Agreement shall survive: Fees, Confidentiality, Data, Limitation on Damages, Warranty and Limitations, Ownership, and Governing Law.

20. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, the actions of Customer, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.

21. Assignment. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer of its obligations under the Agreement.

22. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

23. No Third Party Beneficiaries. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

24. Governing Law. This Agreement shall be governed by the laws of the State of Iowa, U.S.A. (without giving effect to conflict of interest principles and excluding the United Nations Convention on Contracts for the International Sale of Goods). The parties hereby consent to jurisdiction in the State of Iowa, U.S.A. This Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding export from the United States of computer hardware, software, technical data or derivatives of such hardware, software or technical data.

25. Customer Representations. Customer will not take any action that would violate, or cause ACT to violate, any applicable laws or regulations of the United States or other applicable jurisdictions, as well as any licenses, authorizations, orders, or any other official government action taken pursuant to any such laws or regulations, including but not limited to the following: (i) any activity prohibited by the U.S. Foreign Corrupt Practices Act ("FCPA"); (ii) any activity prohibited by any U.S. sanctions and embargoes program including those codified in 31 C.F.R. Chapter V and executive orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC"); (iii) any activity prohibited by the U.S. Export Administration Regulations (15 C.F.R. § 730 et seq.); or (iv) any activity prohibited by the U.S. International Traffic in Arms Regulations (22 C.F.R. § 120 et seq.) or (v) any activity prohibited or penalized by U.S. antiboycott laws as administered by the U.S. Department of Commerce under the U.S. Export Administration Regulations and the U.S. Department of the Treasury under the Internal Revenue Code. Customer shall indemnify and hold ACT harmless from and against any and all claims, losses, damages, liabilities, expenses, including attorney's fees and expenses, arising out of Customer's, including its owners, officers, employees, agents, and subcontractors, non-compliance with the provision of this section. Neither Customer nor its owners, officers, employees, agents, or subcontractors (if permitted by ACT) are designated on, owned or controlled by, or otherwise associated with any party designated on any of the U.S. government prohibited party lists, including, without limitation: (i) the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List, Entity List, or Unverified List; (ii) the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or (iii) the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List, and is not otherwise prohibited by U.S. law from receiving U.S.-origin goods or services. Neither Customer nor any person or entity controlling Customer is an agent or instrumentality of any prohibited destinations, including countries subject to United States comprehensive sanctions (such as Cuba, Iran, Sudan, or Syria); (ii) is organized under the laws of any country to which the United States has embargoed goods; (iii) has its

principal place of business in any country to which the United States has embargoed goods, or (if a natural person) is a national of any country to which the United States has embargoed goods. Customer shall not, without first obtaining prior express written approval of ACT and any necessary export or re-export licenses, sell, export, re-export, transfer or otherwise transmit the Licensed Products or underlying technology or related services directly or indirectly: (i) for any prohibited end uses; (ii) to any prohibited destinations, including countries subject to United States comprehensive sanctions; (iii) to any individuals or entities that are presently themselves on, or owned or controlled by an entity that is on, any denied party lists including individuals or entities on the Consolidated Screening List available at <https://www.trade.gov/consolidated-screening-list> or (iv) that would, if exported or re-exported by ACT, violate U.S. export control or sanctions laws or require the issuance of a U.S. export license by one or more U.S. government agencies. Customer shall notify any person, organization, or other entity obtaining the Licensed Products or underlying technology or related services from Customer that the acceptance of such Licensed Products or underlying technology or related services implies an affirmative obligation to comply with U.S. export control laws and economic sanctions. The provisions of this section will survive the expiration or termination of this Agreement for any reason. Customer shall indemnify and hold ACT harmless from and against any and all claims, losses, damages, liabilities, expenses, including attorney's fees and expenses, arising out of Customer's, including its owners, officers, employees, agents, and subcontractors, non-compliance with U.S. export controls and economic sanctions.

26. Use of Third Parties. In the event ACT Licensed Products are administered by a third party on behalf of Customer ("Third Party"), Customer enters into this Agreement on its own behalf and on behalf of the Third Party. Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

27. Arbitration; Dispute Resolution. In the event of any dispute between the parties arising under or in connection with this Agreement, the complainant must set out in a written notice the nature of the dispute and deliver the notice to the other party. Both parties must make reasonable good faith efforts to resolve the dispute. If the parties are unable to resolve the dispute within sixty (60) days through the efforts described above in this section, the exclusive means of adversarial dispute resolution to resolve any such disputes arising out of this Agreement or related to the Licensed Products, will be for a party to demand that such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party hereby consents to any such disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction, but including, without limitation, and for all purposes, any court having jurisdiction over any of the parties or their assets. There shall be a sole arbitrator. The parties shall mutually agree to select the arbitrator; provided, however, that if they are unable to agree to the arbitrator within thirty (30) days, then the arbitrator shall be appointed by the American Arbitration Association. The place of arbitration shall be Iowa City, Iowa, U.S.A., or such other U.S. location as the parties may mutually agree. The arbitration shall be conducted exclusively in the English language. The arbitration shall be governed by the substantive laws of the State of Iowa, U.S.A. without regard to principles of conflicts of law. Any award rendered by the arbitrator shall be final and binding on the parties, and each party waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal of, or collateral attack against, such award. Notwithstanding the foregoing, to the extent a dispute arises in which the remedy must be immediate (as determined by ACT) to protect a ACT's assets, such as in the case of a breach of confidential information, Customer's violation of criminal law, or violation of intellectual property rights which poses an immediate threat to ACT or its assets, those disputes may be brought in any forum deemed appropriate by ACT, and shall not be subject to the dispute escalation and arbitration provisions above.

28. Entire Agreement; Severability. This Agreement, including any documents linked to or referenced herein, which the parties agree are a material part of this Agreement, constitutes the entire agreement between the parties with respect to the Licensed Products and supersedes and replaces all other prior agreements and understandings related to the Licensed Products. In furtherance of the foregoing and notwithstanding anything in this Agreement to the contrary, ACT may, at any time and in its sole discretion, elect to have this Agreement apply to previously purchased seat licenses of Licensed Products that are either as-yet-unused or then-active as of the date of entry into this Agreement, the effect of which will be that ACT may cause all such seat licenses for Licensed Products licensed by Customer to be governed by the terms and conditions of this Agreement. If any term, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that will not affect the other terms, conditions and provisions of this Agreement or the whole of this Agreement, but such term, condition or provision will be deemed modified to the extent necessary in the court's opinion to render such term, condition or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the parties' intent and agreements set forth in this Agreement.

29. Notices. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) email, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be sent to ACT at the following address: ACT Education Corp., 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, U.S.A., Attention: CFO, Email: contract.services@act.org. All notices to Customer shall be sent to the address provided in this Agreement.