

SERVICES AGREEMENT FOR DASHSCORED BOT

This Services Agreement (the "**Agreement**") is by and between Stride Learning Intelligence Inc., a Delaware corporation ("**Provider**") having its principal place of business at 11720 Plaza America Drive, 9th Floor, Reston, VA 20190 and the party ("**Customer**") completing the online agreement form ("**Online Agreement Form**") having its principal place of business at the location indicated in the online agreement form. Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." Effective Date is indicated on the completed online agreement form.

WHEREAS, Customer wishes to obtain access and related services to Provider's Dashscored, as for the limited term specified Customer's subscription management service agreement (the "**Subscription Management Service Agreement**"); and

WHEREAS, Provider wishes to allow Customer use of its Dashscored Bot and provide the Services (defined below) appended to and incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.1 "**Customer Materials**" means data, materials and information that are provided to Provider by or on behalf of Customer (including Confidential Information and Consumer Personal Data) in connection with this Agreement. However, the parties agree that Customer Materials do not include deidentified and aggregated data.

1.2 "**Customer Feedback**" means suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation or functionality of the Dashscored Bot, application, website, or Services.

1.3 "**Dashscored Bot**" means a Discord hosted application – aka "bot" developed by Provider for installation in Discord servers and which generates data analytics using the Discord API in Customer's Discord server(s), and/or related services and technologies developed and provided by Provider to Customer.

1.4 "**Discord**" means a social media application platform developed by Discord, Inc.

1.5 "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.6 "**Provider Materials**" means any and all data, materials and information (in whatever form or medium), including but not limited to, the Dashscored Bot and content and

data analytics generated by the Dashscored Bot, documents, specifications, software, content, products, and technology that are provided to Customer by Provider (including Confidential Information) in connection with this Agreement. “**Services**” means any services in addition to the Dashscored Bot, and related applications as set forth in the subscription service agreement.

1.7 “**Third-Party Materials**” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to any software that are not proprietary to Provider.

2. Performance of Services.

2.1 General Service Obligations. Customer hereby engages Provider, and Provider hereby accepts such engagement, and subject to the terms and conditions set forth in this Agreement.

2.2 Subcontractors. Provider may from time to time in its discretion engage third parties to perform Services relating to the Dashscored Bot (each, a “**Subcontractor**”).

2.3 Third Party Materials. The Dashscored Bot and relevant software may include or operate in conjunction with Third-Party Materials.

3. Customer Obligations. Customer shall: (i) make personnel reasonably available in order for Provider to deliver the Services, (ii) provide Provider with any needed information and materials, and (iii) timely respond to inquiries from the Provider about the Services and Dashscored Bot.

4. Compensation. Provider agrees to grant Customer access to and use of the Dashscored Bot for Discord, log-in access to the web application for the Dashscored Bot and to provide the applicable Services in accordance with the compensation and payment schedule set forth in the subscription management service agreement. In the absence of a payment schedule, Provider shall invoice Customer on a monthly basis and be paid net 30 days after receipt of the applicable invoice. Invoices shall be addressed to Customer to the address provided in the agreement form. The compensation provided for herein constitutes full consideration for the Services and use of the Dashscored Bot. . It is Provider’s responsibility to pay for all expenses associated with this Agreement, unless specifically agreed to in writing by Customer. Unless otherwise specified in the subscription service agreement, Customer understands no refunds, whether in full or prorated, will be provided under this Agreement.

5. Intellectual Property Rights.

5.1 Provider Materials. Unless otherwise stated in this Agreement, Provider is and will remain, the sole and exclusive owner of all right, title, and interest in and to the Dashscored Bot and Provider Materials, including all Intellectual Property Rights therein, subject only to any applicable licenses granted between the Parties. All other rights in and to the Dashscored Bot and Provider Materials are expressly reserved by Provider. With respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials.

5.2 Customer Materials. As between the Parties, Customer is and will remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to any applicable licenses granted between the Parties. All other rights in and to Customer Materials are expressly reserved by Customer. Furthermore, Provider shall only use Customer Materials to deliver the Services and to meet its obligations under this Agreement. However, Provider may use deidentified aggregated data as its sole discretion. After expiration or termination of this Agreement and upon written request from Customer, Provider will securely delete, destroy, obfuscate or return to Customer all Customer Materials within thirty (30) days of such written request.

5.3 Customer Feedback. Provider shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Dashscored Bot, application, website and/or Service any Customer Feedback. Provider shall have no obligation to make Customer Feedback an improvement. Customer shall have no obligation to provide Customer Feedback.

6. Confidentiality, Return of Records and Data Privacy.

6.1 Confidential Information. As used herein, “Confidential Information” shall mean all information, compilations, business plans, technical and financial information, in whatever form or medium, and whether oral or written and whether designated or marked “Confidential,” which (a) relate to the products, services or business of the disclosing Party and which have not been disclosed by the disclosing Party to the general public or which receiving Party knows or should know are not generally known to the public, or (b) are derived from the use or application of the foregoing. Each Party acknowledges that the Confidential Information constitutes a valuable proprietary asset of the other Party. Neither Party shall not obtain any right or license to any Confidential Information except as specifically provided for herein. The receiving Party will not disclose Confidential Information to any person or entity outside of disclosing Party or make any use of such Confidential Information in any way, commercially or otherwise, except as specially provided for herein. The receiving Party shall not allow any unauthorized person to access the disclosing Party’s Confidential Information and shall take all action reasonably necessary and satisfactory to protect such Confidential Information.

6.2 Return of Records. Upon expiration or termination of this Agreement, each Party shall securely delete, destroy, obfuscate, or return to the other all Confidential Information provided under this Agreement. The receiving Party may retain an archival copy of the Confidential Information, to the extent necessary to comply with law or data retention policies.

6.3 Data Privacy.

(a) In the course of providing the Services, Provider may obtain information that contains personally identifiable information and/or other non-public information including but not limited to consumer or end user data and user content. All such records, information and data shall collectively be referred to as “**Consumer Personal**

Data”, as applicable. The Data Processing Addendum (the “**DPA**”) attached hereto as Annex A shall apply to such Consumer Personal Data (as defined in the DPA).

(b) When applicable, the DPA shall govern the treatment of Consumer Personal Data. In the event of a conflict between the DPA and this Agreement, the terms of the DPA shall apply and take precedence.

(c) Customer represents and warrants that it is ownership rights to Consumer Personal Data, that such Consumer Personal Data has been obtained, collected and complied in compliance with all applicable laws, rules, and regulations and Customer has all the necessary rights to provide such Consumer Personal Data for the purposes provided for under this Agreement.

(d) Customer represents and warrants that it has procured all applicable consents required for the Dashscored Bot to collect Consumer Personal Data in Customer’s Discord server(s).

7. Term and Termination.

7.1 Term. This Agreement will commence upon the Effective Date and will continue to be effective until the expiration or termination of services, unless this Agreement is earlier terminated as permitted herein.

7.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement, either Party may terminate this Agreement as follows:

- (a) Material Breach: Either party may terminate this Agreement in whole or in part, for the material breach of the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such material breach from the non-breaching party. Notice shall describe the breach in reasonable detail.
- (b) Convenience: Either party may terminate this Agreement At any time without cause by providing thirty (30) days advanced written notice to the other Party. Customer understands in exercising its termination right, no refunds, whether in full or prorated, will be provided under this Agreement and any outstanding payments shall be due to Provider upon termination.

7.3 Surviving Terms. The provisions set forth in the following Sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 1, Section 5, Section 7, Section 8, Section 9, and Section 10.

8. Indemnification and Limitation of Liability.

8.1 Customer agrees to defend, indemnify, and hold harmless Provider and its affiliates, employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses, including court costs and reasonable attorney's fees, that arise out of or in connection with any acts or omissions of

Customer related to or arising from this Agreement (collectively "**Claims**") except to the extent that such Claims arise out of actions or omissions of Provider and subject to the conditions precedent that: (i) Provider provide prompt written notice to Customer of its receipt of the Claim and (ii) Provider permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

8.2 Provider agrees to defend, indemnify, and hold harmless Customer from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses, including court costs and reasonable attorney's fees, that arise out of or in connection with any acts or omissions of Provider related to or arising from this Agreement (collectively "**Claims**") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that: (i) Customer provide prompt written notice to Provider of its receipt of the Claim and (ii) Customer permits Provider to assume the control and defense of the Claim with counsel selected by Provider.

8.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER' CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE AGREEMENT WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

9. Miscellaneous.

9.1 Independent Contractor Status. Provider understands and agrees that in performance of this Agreement it is acting as an independent contractor and is not, and will not hold itself out to be, an agent or employee of Customer by virtue of this Agreement. Provider will perform any agreed upon Services a under the general direction of Customer, but will determine, in its reasonable discretion, the manner and means by which the Services are accomplished.

9.2 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally (with written receipt confirming such delivery) or sent by certified, registered or express mail, postage prepaid, and shall be deemed given and received when so delivered personally or if mailed, five (5) days after the date of mailing to the party to whom notice is to be given at the addresses set forth above, or to such other address as to which notice is so given.

9.3 Assignment. Provider shall have the full right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of Provider. In the event Customer wishes to assign any of its rights or delegate any of its duties under this Agreement, it is required that Customer obtain the prior written consent

of Provider. Any assignment without such written consent is void from its beginning.

9.4 Force Majeure. Notwithstanding any other section of this Agreement, no Party will be liable for any delay in performance, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

9.5 Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9.6 Severability. If any provision herein shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

9.7 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia. Each party submits to the jurisdiction of the state and federal courts located in Fairfax County, Virginia for purposes of any action, suit, or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit, or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

9.8 Website Terms. In addition to this Agreement, the Customer agrees to the terms set forth in Provider's Terms of Use and Privacy Policy and as published by Provider on its website and applications.

9.9 Entire Agreement; Amendments. This contract sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by both Parties. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the completion of the online agreement form.

ANNEX A
Data Processing Addendum

Article 1 - Definitions

Capitalized terms that are not defined in this Exhibit A have the meaning given to them in Agreement between the parties.

1. **Addendum:** "Addendum" means this Data Processing Addendum, Annex B to the Agreement.
2. **Agreement:** "Agreement" means the Services Agreement and Statement of Work(s) between the parties.
3. **Consumer Generated Content:** "Consumer Generated Content" means any data, file attachments, text, images, reports, personal information, or other content or material that is uploaded or submitted to the Services by End Users and is processed by Provider on behalf of Customer. For the avoidance of doubt, Consumer Generated Content does not include usage, statistical, or technical information that does not reveal the actual contents of the Consumer Generated Content.
4. **Consumer Personal Data:** "Consumer Personal Data" means any information Provider processes for Customer that (a) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Provider's possession or control or that Provider is likely to have access to, and (b) the relevant Privacy and Data Protection Requirements otherwise define as PII. Consumer Personal Data does not include DII.
5. **Data Subject:** "Data Subject" means an individual who is the subject of the Consumer Personal Data and to whom or about whom the Consumer Personal Data relates or identifies, directly or indirectly.
6. **De-Identifiable Information (DII):** "De-Identifiable Information" means any information in any format or media from which all PII has been removed or obscured in a way that eliminates the risk of disclosure of the identity of the individual.
7. **End Users:** "End Users" means depending on the type of Service provided by Provider, Customer's consumers, Customer's employees or other groups.
8. **NIST 800-63-3:** "NIST 800-63-3" means the National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Identity Guidelines or, if finalized, the most recent revision to those guidelines.
9. **Online Agreement Form:** This is the form provided to the customer that allows them to (i) enter the Customer Business Name and Address, the Customer Contact Name and Email Address, (ii) indicate their agreement with the services and (iii) provide an
signature name and date indicating the agreement.
10. **Personally Identifiable Information (PII):** "Personally Identifiable Information" or "PII" means Consumer Personal Data and Consumer Generated Content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Customer or its End Users. PII includes indirect identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a consumer to a reasonable certainty.
11. **Privacy and Data Protection Requirements:** "Privacy and Data Protection Requirements" means all applicable federal, and state laws and regulations, including California Consumer Privacy Act of 2018 ("CCPA"), as amended by the California Privacy Rights Act ("CPRA") relating to the processing, protection, or privacy of Consumer Personal Data.
12. **Processing, processes or process:** "Processing, processes, or process" means any activity that involves the use of Consumer Personal Data or that the relevant Privacy and Data Protection Requirements may otherwise include in the definition of processing, processes, or process. It includes obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring Consumer Personal Information to third parties.
13. **Provider:** "Provider" means Stride Learning Intelligence Inc.

14. **Security Breach:** "Security Breach" means an unauthorized access, disclosure, or acquisition of Consumer Personal Data that compromises the security, confidentiality, or integrity of such data.
15. **Services:** "Services" means the services described in the Agreement
16. **Subscription Management Service Agreement:** This is the agreement that occurs on the Stripe Subscription Purchase Site; the Subscription Management platform has an agreement process that allows the user to agree to be granted a subscription to Dashscore services in return for agreeing to a payment schedule to be processed on the Stripe payment platform. Terms of the schedule are elected by the Customer at the time of subscription purchase.
17. **Subprocessor:** "Subprocessor" means a party (subcontractor or independent contractor) other than Customer or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Consumer Personal Data.

Article 2 – Scope

1. **Consumer Personal Data to Be Provided.** In order to perform the Services described in the Agreement, Customer shall provide to the Provider, or the Provider will process from End Users and/or Consumer Personal Data.
2. **Agreement Termination.** This Addendum shall survive the termination of the Agreement and shall apply for as long as Provider maintains any Consumer Personal Data.

Article 3 – Data Ownership, Authorized Access

1. **Consumer Personal Data Property of Customer.** As between Customer and Provider, all Consumer Personal Data transmitted to the Provider by any person or entity pursuant to the Agreement is and will continue to be the property of and under the control of Customer. The Provider agrees that all copies of such Consumer Personal Data transmitted to the Provider, are subject to this Addendum in the same manner as the original Consumer Personal Data. The parties agree that as between them, all rights, including all intellectual property rights in and to Consumer Personal Data contemplated per the Agreement shall remain the exclusive property of Customer.
2. **Third Party Request.** Provider will maintain the confidentiality of all Consumer Personal Data, will not sell it to third parties, and will not disclose it to third parties unless this Addendum specifically authorizes the disclosure, or as required by law. This restriction does not apply to DII. Should a third party, including law enforcement and government entities, contact Provider with a request for Consumer Personal Data, held by the Provider pursuant to the Agreement, the Provider shall promptly notify Customer in advance of a compelled disclosure to a third party unless legally prohibited.
3. **No Unauthorized Use.** Provider shall not process Consumer Personal Data for any purpose other than as explicitly specified in the Agreement or as allowed under this Addendum. Provider will not process Consumer Personal Data in a way that does not comply with this Addendum or with the Privacy and Data Protection Requirements.
4. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to or in fulfillment of the Agreement, whereby the Subprocessors agree to protect Consumer Personal Data in manner consistent with the terms of this Addendum.

Article 4 – Duties of Customer

1. **Provide Data In Compliance With Privacy and Data Protection Requirements.** Customer shall provide Consumer Personal Data for the purposes of the Agreement to Provider in compliance with applicable Privacy and Data Protection Requirements.
2. **Reasonable Precautions.** Customer shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services.
3. **Unauthorized Access Notification.** Customer shall notify Provider promptly of any known or suspected unauthorized access to the Services. Customer will reasonably assist Provider's efforts to investigate and respond to any unauthorized access.

Article 5 – Duties of Provider

1. **Privacy Compliance.** Provider shall comply with all applicable Privacy and Data Protection Requirements, including but not limited to any and all requirements of a “service provider” or “processor” of Consumer Personal Data. Provider will reasonably assist Customer with meeting Customer’s compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature of Provider’s processing and the information available to Provider.
2. **Authorized Use.** The data, including Consumer Personal Data, shared pursuant to the Agreement, including persistent unique identifiers, shall be used for no purpose than providing the Services to Customer and its End Users as stated in the Agreement and/or otherwise authorized under the statutes referred to in subsection (1) of this Article 5.
3. **Employee Obligation.** Provider will limit Consumer Personal Data access to those of its employees who require Personal Information access to meet Provider’s obligations under this Addendum and the Agreement; and the part or parts of the Consumer Personal Data that those employees strictly require for the performance of their duties. Provider shall require all employees who have access to Consumer Personal Data to comply with all applicable provisions of this Addendum, with respect to the data shared under the Agreement and will provide its employees with periodic training on the Privacy and Data Protection Requirements relating to handling Personal Information and how it applies to their particular duties.
4. **Rights of Data Subjects.** Without undue delay and in compliance with applicable Privacy and Data Protection Requirements, Provider shall, if necessary, with the assistance of Customer, address and timely respond to requests or complaints from Data Subjects related to Provider’s processing of Consumer Personal Data under the Agreement and this Addendum and the exercise of such Data Subject’s rights under the applicable Privacy and Data Protection Requirements. Provider shall take appropriate measures to facilitate such Data Subject requests and the exercise of Data Subject rights. Any information provided to the Data Subject shall be in an intelligible and easily accessible form, using clear and plain language.
5. **Disposition of Data.** Provider shall dispose or delete all Consumer Personal Data obtained under the Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to Customer within sixty (60) days of the date of expiration or the earlier termination of the Agreement provided Customer provides Provider with a written request to dispose or delete of such Consumer Personal Data. The duty to dispose of Consumer Personal Data shall not extend to data that has been de-identified in accordance with applicable Privacy and Data Protection Requirements. Upon receipt of a request from Customer, the Provider will promptly provide Customer with any specified portion of the Consumer Personal Data.

Article 6– Data Provisions

1. **Data Security.** The Provider agrees to abide by and maintain appropriate technical and organizational measures, consistent with industry standards as set forth by applicable Privacy and Data Protection Requirements, commercially available technology to protect Consumer Personal Data from unauthorized processing, modification, copying, reproduction, display, storage, access, distribution, transfer, disclosure or acquisition by an unauthorized person.
 2. **Data Breach.** In the event that Consumer Personal Data is accessed or obtained by an unauthorized individual, Provider shall provide prompt notification to Customer of the incident in accordance with applicable state and in federal law with respect to a data breach related to the Consumer Personal Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 3. **Security Audit.** Provider agrees, at Customer’s written request, and no more frequently than once a year, promptly provide Customer with documentation regarding its safeguards for Consumer Personal Data. Provider shall also promptly provide Customer with a written plan to remediate any high severity identified security and privacy vulnerabilities in a timely manner but in no event more than three months after they have been identified.
-