

Transact Master Agreement for All Products and Services

The terms contained herein (the "Master Agreement") and any accompanying Transact ordering document which is entered into by the parties and incorporates these terms (an "Order Form"), or the acceptance by Transact of an acknowledgement form or purchase order form referencing an Order Form incorporating these terms form the entire agreement ("Agreement") between the entity listed in any Order Form (hereafter, "Customer", "Client", or "you") and the Transact entity listed in any Order Form (hereafter, "we", "us" or "Transact").

1. APPLICABILITY OF THIS MASTER AGREEMENT.

This Agreement governs your rights and obligations with respect to the use of one or more of the following to the extent listed in a quote or Order Form (collectively, the "Products and Services"): (a) your rights to access and use software licensed on a term basis ("Software"); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term ("SaaS Services"); (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive ("Support"); (d) any professional services ("Professional Services"); (e) any cloud hosting services ("Hosting Services"); (f) any hardware and/or firmware ("Equipment"); and (g) your rights to access and use any application program interface ("API"). The particular Products and Services to which Customer is granted rights of use are those expressly specified in an applicable order.

2. RIGHTS OF ACCESS AND USE.

2.1 License to Use SaaS Services or Hosting Services. With respect to SaaS Services or Hosting Services, for the Term (as defined in Section 9.1), we grant you a non-exclusive, non-transferable, non- sublicensable license to access and use the SaaS Services (or, as applicable, Hosting Services) made available by Transact to you on a remote-access, subscription basis via the Internet solely in support of your operations.

2.2 License to Use Software Provided on a Perpetual or Term Basis. We grant you a non-exclusive, non-transferable, non-sublicensable, license to use the Software on a Designated Configuration solely in support of your operations. A "Designated Configuration" shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

2.3 API License. If you are purchasing rights to use an application programming interface ("API") license, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access each API set forth in the Order Form in support of your operations. The API(s) are provided in the form of a web service that enables a "connection" into our servers. We will provide you with the information necessary to enable your secure use of the API(s). You may not use or install the API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our services.

2.4 Authorized Users. "Authorized Users" are defined as any person granted express, implied or apparent authority to use the Products and Services. You agree to only grant access to the SaaS Services, Hosting Services, and/or Software to those Authorized Users.

2.5 Usage Restrictions. You may not use the Products and Services beyond the usage, storage or other applicable restrictions set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not and will not permit any Authorized User or third party to: (i) install, configure, access, use or copy all or any portion of the Products and Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the Products and Services except as expressly permitted by applicable law, rule or regulation ("Law"); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the Products and Services; (iv) use the to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the Products and Services; or (vi) use the Products and Services in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the Products and Services are hosted (including where such use interferes with any other customer's use thereof).

2.5 Delivery. Delivery shall be deemed complete when Transact notifies you that you have the ability to access the

3. SUPPORT AND SERVICE LEVEL AGREEMENTS.

If you purchase or are otherwise eligible to receive Support, or are eligible for service level agreements as and to the extent reflected in an Order Form, such Support (or service level, as applicable) will be provided as described in the Transact Client Support Guide ("Services Guide"; located at https://connect.transactcampus.com/api/v1/documents/?fileName=Transact%20Client%20Support%20Guide%20%203_9_21_e5c64017-f9bf-eb11-8236-000d3a571a4d.pdf&fileType=application/pdf) for the relevant Products and Services. With respect to SaaS Services and Software, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available for customers of such SaaS Services during the Term. If we discontinue any Product or Service during the Term (removing from general availability), we shall notify you and, as Customer's sole and exclusive remedy, Transact shall provide a pro rata refund for any unused portion of the Products and Services, as applicable. For clarity, with respect to SaaS Services, due to the evolving nature of technology and the inherent nature of the SaaS delivery model, the SaaS Services to which Customer is provided remote access hereunder shall be the version of such SaaS Services (as may be updated from time to time by Transact) which is then generally hosted by Transact (or its third party hosting provider) for the then-active subscribers of such SaaS Services.

4. PROPRIETARY RIGHTS.

4.1 Customer Property. Customer Property is and shall remain your sole and exclusive property. "Customer Property" means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property may also contain Personal Information which is defined in Section 5.

4.2 Transact Property. Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us. The intellectual property described as owned by Transact under this provision may be referred to as "Transact Property".

4.3 Transact Use of Customer Property. During the term of the Agreement, you grant to us, our affiliates, and our third-party service providers, solely to perform our obligations and as otherwise permitted hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our third-party service providers in countries other than the jurisdiction from which the Customer Property was originally collected. You represent and warrant that you have the right to grant us the license described above and that you have obtained all necessary consents and authorizations in connection therewith.

4.4 Content Restrictions. You agree not to use any Product or Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or in violation of law, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will ensure that such Authorized Users will also comply with the obligations set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

4.5 Removal of Content. If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Transact liability, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property and shall notify you of such removal, suspend your and/or your Authorized Users' use of the Products and Services, and/or pursue other remedies and corrective actions.

4.6 Other Rights. You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials unless and until you provide us a written request to discontinue such use.

4.7 DMCA Notice and Takedown Policy. It is our policy to respond to alleged infringement notices that comply

with the Digital Millennium Copyright Act of 1998 (the “DMCA”), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent: DMCA Notice, General Counsel, Transact Campus Inc., 22601 North 19th Avenue, Suite 130, Phoenix, Arizona 85027 with a copy to GeneralCounsel@TransactCampus.com.

5. PROTECTION OF PERSONAL INFORMATION.

5.1 “Personal Information” is information collected from you or your Authorized Users under the Agreement that identifies a specific individual, as defined under any data protection laws applicable to you or Transact (collectively “Data Protection Laws”). Personal Information may include student data that is directly related to an identifiable student that is maintained by a school, school district, or related entity or organization, or by us. In the United States, student data may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

5.2 Confidentiality. Transact agrees to treat Personal Information as confidential and not to share it with third parties other than as described in the terms of this Agreement or as may be permitted under applicable Data Protection Laws.

5.3 Personal Information Access. To the extent necessary to provide you with the Products and Services, you authorize us, our affiliates and subsidiaries to collect, access, use, transmit and/or otherwise process (together, “Process”) Personal Information and shall facilitate a reasonable method for us to obtain such information, for example via secure transfer from and/or authorized access to your student information systems. When you authorize us to Process Personal Information on your behalf, you remain in control of and own that Personal Information. You act as a “data controller” for purposes of the Data Protection Laws.

5.4 Personal Information Consents and Authority. You represent and warrant that you have the authority to provide Personal Information to Transact for its use in accordance with the Agreement, and that you have obtained and provided all consents and/or disclosures required under applicable law to Authorized Users regarding your sharing such Personal Information with Transact, including the collection of Personal Information directly from students under age 13, as permitted under the Children’s Online Privacy and Protection Act (“COPPA”). Subject to the above, both parties agree to uphold their respective responsibilities under the Data Protection Laws governing Personal Information, including but not limited to domestic laws in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. You agree to instruct Transact’s fulfillment of any legally satisfactory request and consent by an Authorized User to any deletion rights, download, export, save, maintain or transfer their own Personal Information.

5.5 Use of Personal Information. By submitting or providing us access to Personal Information, you agree that Transact, its affiliates, and subsidiaries, may Process the Personal Information solely for the purposes of (i) providing Products and Services to you, (ii) maintaining, supporting, evaluating, improving and/or developing our Products and Services and developing new Products and Services, (iii) enforcing our rights under the Agreement, and (iv) as permitted with the Authorized User’s consent solely with respect to their own Personal Information. We shall not use Personal Information in any manner contrary to this Agreement or the applicable Data Protection Laws.

5.6 Use of De-Identified Data. You agree that we may Process, both during and after the Term (defined below), data derived from Personal Information, and from the use of our Products and Services by Authorized Users, for research, development, analytics and other business purposes; provided that such data has been de-identified and/or aggregated to reasonably avoid identification of a specific Authorized User or individual. For clarity, such de-identified and aggregated data shall be treated as Transact Property.

5.7 Personal Information Deletion, Access, Correction, and Retrieval Requests. You may request that we delete, access, correct, or retrieve your Authorized User’s Personal Information in our possession at any time by providing such a request in writing, and we shall comply with such request in a commercially reasonable time unless a shorter time is required by Data Protection Laws, and then in such shorter time. Any request received by Transact directly from an Authorized User to delete, access, correct, or retrieve their Personal Information shall be redirected to you, and such request shall only be accommodated at your direction. We will otherwise delete Personal Information within a commercially reasonable time following the end of the Term (defined below) unless a shorter time is required by Data Protection Laws.

5.8 Transact’s Third-Party Service Providers. You agree that Transact may provide access to Personal Information to certain third-party service providers or sub-processors, which have a legitimate need to access such information in order to provide their services to us as part of our provision of the Products and Services to you. You agree that Transact may only share Personal Information with third parties (i) in support of Transact’s use of Personal

Information as described in Section 5.6 above, (ii) to ensure legal and regulatory compliance, and (iii) to respond or participate in judicial process or to protect the safety of Transact or our users. All third-party service providers involved in the Processing of Personal Information will be subject to contractual terms related to data use, disclosure, retention and data security, that are materially similar to the relevant terms of the Agreement.

5.9 Customer-Requested Third-Party Access. If authorized by you or your Authorized User who is eligible to provide such consent under applicable law, you consent to allow us to provide access to Personal Information to Customer-requested third parties through the provision of our Products and Services under the Agreement. You agree that we are not responsible for the data practices of third parties with whom you or your Authorized User elects to share Personal Information, and that you are solely responsible for meeting any applicable requirements under the Data Protection Laws and the consequences of providing or transmitting Personal Information to such third parties, or authorizing those third parties to access Personal Information through the Products and Services.

5.10 Data Localization. You acknowledge and agree that your Personal Information may be stored or Processed in countries other than the country in which it was collected unless and except to the extent required by Data Protection Laws. If and to the extent required by applicable law, Transact shall only transfer Personal Information outside the country in which you are located by means of legally recognized data transfer mechanisms or safeguards.

5.11 Data Protection Addendum. If you are subject to the European Union Data Protection Directive 95/46/EC, the European Union General Data Protection Regulation ("GDPR") or the California Consumer Protection Act ("CCPA") or other Data Protection Laws, in relation to Personal Information we process on your behalf, the Agreement expressly incorporates by reference Transact's data processing addendum ("DPA") available at https://www.transactterms.com/clientDPA_v3_2022. You agree that you are the data controller of such information and that Transact is the processor or service provider of such information as defined in the Data Protection Laws. If any term in the Agreement expressly conflicts with any term in the DPA, the term in the DPA shall control.

6. DATA SECURITY.

6.1 Data Security. In compliance with applicable Data Protection Laws, we will at all times have commercially reasonable administrative, physical and technical safeguards designed to secure Personal Information from unauthorized access, disclosure, or use, which may include where commercially reasonable or to the extent required by Data Protection Laws, data encryption, firewalls, and physical access controls to buildings and files.

6.2 Notification. If we reasonably suspect or have knowledge that an unauthorized party has acquired, accessed, or been disclosed Personal Information that you have provided us or that we have collected on your behalf under the Agreement, in a manner which compromises the security or privacy of such Personal Information ("Security Incident"), we will promptly, or if required by Data Protection Laws in such other time required by such Data Protection Laws, notify you and will use reasonable efforts to cooperate with your investigation of such Security Incident. You shall be responsible for the timing, content, and delivery of any legally required notification to your Authorized Users who are impacted by such Security Incident and to any regulator or third party in accordance with applicable Data Protection Laws. If, due to a Security Incident which is caused by Transact or our agents' acts or omissions, any third-party notification is required under Data Protection Laws, we shall be responsible for the reasonable cost of such notifications. With respect to any Security Incident which is not due to the acts or omissions of Transact or our agents, any third-party notifications, if any, shall be at your expense.

7. PROFESSIONAL SERVICES.

If you purchase Professional Services, they shall be provided as described in any applicable attachment (such as a statement of work) or URL referenced in your Order Form and must be used within one (1) year of the annual Term in which they were purchased. We will assign employees and subcontractors with qualifications suitable for the Professional Services. We may replace employees and subcontractors in our sole discretion with other suitably qualified employees or subcontractors. While on Customer's premises, our employees and subcontractors will comply with all reasonable security practices prescribed by Customer to the extent that we have been notified in advance of such practices in writing. To the extent any employee or subcontractor is required to sign any waivers, releases or other documents as part of these security practices the terms thereof shall be invalid and have no effect against Transact, its employees or subcontractors.

8. FEES AND TAXES.

8.1 Fees. In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days' advance notice of such change prior to the

expiration of the then-current term or your right to decline to renew, whichever is earlier.

8.2 Overage Fees. Your storage capacity and bandwidth ("Storage Capacity") and your number of Authorized Users and active users licenses may be limited as specified in the applicable Order Form or the Support terms of the Agreement and you agree that any additional Storage Capacity or number of Authorized Users and/or active users in excess of what is contemplated in the applicable Order Form or the Support terms of the Agreement may be subject to additional fees as determined based on Transact's then-current pricing for such overage(s). Any failure by Transact to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees.

8.3 Late Fees. Interest may be charged on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

8.4 Taxes. Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, you will be invoiced an additional amount in respect of the Taxes and you will pay within thirty (30) days after the date of the invoice unless you have provided a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide acceptable documentation evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

8.5 Purchase Orders. You agree that if your internal procedures require that a purchase order issued as a prerequisite to payment of any amounts due, you will timely issue such purchase order (the terms of which shall have no effect) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed under the applicable Order Form. For clarity, this Master Agreement and the Order Form shall govern and control your rights and obligations to Transact.

9. TERM AND TERMINATION.

9.1 Term. The initial term and any renewal term of each Product or Service under an Order Form (collectively, the "Term") is defined in the applicable quote or Order Form referencing the Agreement.

9.2 Termination for Breach. If either party materially breaches any obligation under the Agreement, the non-breaching party may terminate the Agreement in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service or Order Form pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, Transact may terminate the Agreement immediately upon written notice to you if you materially breach the provisions of the license usage restrictions set forth in the Agreement. Except for termination rights in this section, the parties have no other right of early termination.

9.3 Effect of Termination. Upon termination of the Agreement or termination or expiration of any individual license or right of use, you and your Authorized Users will immediately cease access to the applicable Products and Services, and, without limitation, you will immediately pay us all amounts due and payable for such Products and Services for all periods up through the effective date of termination or expiration. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.

9.4 Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 10.3, 11, 12, and 13 shall survive the termination of the Agreement for any reason.

10. GENERAL WARRANTIES.

10.1 By Transact. We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from notice of availability or for the term of the SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with

industry standards; and (c) we will comply with all applicable Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. "Software Error" means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us as part of the applicable Software or SaaS Services ("Documentation"), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services.

10.2 By Customer. You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights, Customer Property and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer.

10.3 Disclaimer of Other Warranties. EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON- INFRINGEMENT.

11. MUTUAL LIMITATIONS OF LIABILITY.

11.1 Consequential Damages Limitation. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE, RIGHTS OF USE OR CONTENT RESTRICTIONS, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS' BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

11.2 Mutual Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE, RIGHTS OF USE OR CONTENT RESTRICTIONS, YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND YOUR PAYMENT OBLIGATIONS, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1 REGARDING INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.3 Essential Basis. The Parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

12. INDEMNITIES.

12.1 Our Indemnity Obligations. If a third party brings a claim, suit, or proceeding against you, your affiliates, or your respective employees, contractors, agents, or assigns (a "Customer Indemnitee") to the extent caused by our gross negligence or willful misconduct, or alleging that any Products and Services, in their as-delivered, unaltered form as used for the purposes contemplated hereunder, infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations, we shall at our own expense indemnify, defend, and hold harmless such Customer Indemnitee from the covered third party claim, and in the above case of alleged infringement, at our own expense and option (a)

procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

12.2 Exceptions. Where infringement of a patent is caused by the combination of the Products and Services with other hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a “material part of the invention” of the asserted patent claim and “not a staple article or commodity of commerce suitable for substantial non-infringing use” as those phrases are used in 35 U.S.C. § 271(c).

12.3 Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors, agents, or assigns (a “Transact Indemnitee”) resulting from (a) any use of the Products and Services beyond the scope of the license or usage restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account (for example, and without limitation, third party claims alleging that the Customer Property infringes intellectual property rights, gives rise to a defamation claim, or gives rise to a claim based on lack of consent or authorization to post or utilize such content), (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us. Provided that we have fulfilled all of the foregoing obligations, you shall at your own expense indemnify, defend, and hold harmless such Transact Indemnitee. Transact shall have no liability (including indemnification obligations) to you for any claim to the extent arising out of (a) – (d) above.

12.4 Exclusive Remedy. EXCEPT FOR ANY OTHER INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION, ALONG WITH THE PROVISIONS ADDRESSING INDEMNITIES IN SECTION 11 ABOVE, STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

13. CONFIDENTIALITY.

13.1 Confidential Information. “Confidential Information” means any non-public information disclosed by either party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, the terms of the Agreement, account and login credentials, information about a party's business, operations, vendors or customers, and all Transact Property and all Customer Property.

13.2 Nondisclosure and Nonuse. Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees, subcontractors, service providers and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their obligation to maintain the confidential status of such Confidential Information and are bound by a confidentiality agreement no less restrictive than the requirements outlined herein. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party's expense, in any litigation against any third parties to protect the disclosing party's rights with respect to the Confidential Information.

13.3 Exceptions to Confidential Treatment. Confidential Information shall not include information that either party can establish by legally sufficient evidence: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party's possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party's rights under the Agreement.

14. MISCELLANEOUS MATTERS.

14.1 Severability. If a court holds any provision of the Agreement to be illegal, invalid or unenforceable, the rest of the Agreement will remain in effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

14.2 Conflict Resolution. In the event of any claim arising out of or relating to the Agreement, or a breach thereof, the parties will consult with each other and attempt in good faith to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon written notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"). All arbitration proceedings will be conducted pursuant to the ICC rules and in the English language. The cost of the arbitration will be borne equally by the Parties. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. This Agreement shall be governed by the laws of the State of Arizona unless you are located in the United States and you are legally required to be bound by the state in which you are domiciled, and in such case, the governing law shall be such state and the place of arbitration is Phoenix, Arizona.

14.3 Modification and Waiver. No modification or supplement to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Transact and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.

14.4 Assignment. Neither party shall be entitled to assign the Agreement or its rights or obligations under the Agreement, whether voluntarily or by operation of law, except with the written consent of the other party not to be unreasonably withheld; provided, however, that either party may assign the Agreement without the consent of the other party to any affiliate, or any entity that is the successor corporation in any merger, acquisition or consolidation of either party, or any entity that purchases all or substantially all of the assets of either party, or of a specific division or group of such party. The Agreement shall bind each party and its successors and permitted assigns.

14.5 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Transact Campus Inc., Attn: General Counsel, 22601 North 19th Avenue, Suite 130, Phoenix, Arizona 85027, or to such other address as shall be given in accordance with this section with a copy to GeneralCounsel@TransactCampus.com, and, in the case of you, to the address listed on your invoice, and shall in each case be effective upon receipt.

14.6 Export Control. You shall not export or allow the export or re-export the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations.

14.7 Force Majeure. Except with regard to payment obligations, neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances, pandemics, epidemics, riots, wars, terrorist acts or inability to obtain any export or import license or other authorization of any government authority ("Force Majeure Event").

14.8 Relationship. Transact and Customer are independent contracting parties. The Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

14.9 Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. If a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, Services Guide, or statement of work, the terms of this Master Agreement will govern unless an Order Form expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.

14.10 Audit. Upon reasonable notice, we shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with the Agreement.

15. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of

which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Agreement or any related documents by electronic delivery including but not limited to DocuSign, HelloSign, or any other electronic format will be effective as delivery of a manually executed counterpart of this Agreement.