

## Core Education

### Standard Terms and Conditions

The terms contained herein (the “**Terms**”) and any Scope of Work (each, an “**SOW**”) to which these Terms are incorporated (collectively, the “**Agreement**”) constitute an agreement between the entity to which the SOW is addressed (“**Partner Institution**”) and the Core Education entity listed on the SOW (“**Core**”) regarding the services described in the SOW (the “**Services**”). Capitalized terms not otherwise defined herein will have the meanings given to them in the SOW.

#### 1. Fees and Payment

Partner Institution will pay Core fees for the Services as stated in the SOW. Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the rate of 4% per annum calculated monthly for any undisputed payments. Partner Institution will be responsible for all costs and expenses incurred by Core in collecting any fees or other sums owed by Partner Institution. If Partner Institution fails to pay undisputed amounts in accordance with the SOW, Core shall have the right, in addition to any of its other rights or remedies, to suspend the Services, without liability to Partner Institution, until such amounts are paid in full.

#### 2. Disputed Fees

If Partner Institution disputes any fees, taxes, or other charges invoiced by Core, Partner Institution shall notify Core, in writing, of the disputed amount and provide any relevant information regarding the circumstances of the dispute. The parties agree to work cooperatively to resolve any such disputed amounts. If Partner Institution fails to provide Core with a dispute notice within thirty (30) days following receipt of Core’s invoice, then such amount is deemed undisputed and due to Core.

#### 3. Taxes

Partner Institution will be responsible for payment of any applicable sales, use, and other applicable taxes, and any related penalties and interest for the grant of the Services hereunder. If Partner Institution is tax exempt and provides Core with a valid tax-exempt certificate issued by the relevant taxing jurisdiction, Core will not charge Partner Institution any taxes that Partner Institution is not obligated to pay. Partner Institution will make all required payments to Core free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on

payments to Core will be Partner Institution’s sole responsibility, and Partner Institution will, upon Core’s written request, provide Core with official receipts issued by appropriate taxing authorities, or such other evidence as Core may reasonably request, to establish that such taxes have been paid.

#### 4. Partner Institution-Provided Data

In connection with the provision of the Services, Partner Institution, directly or indirectly (including from an End User (defined below)) may provide or make available to Core certain data, information, copyrights, trademarks, logos, service marks, specific media (prior to Core editing), and other intellectual property (collectively, “**Partner Institution IP**”). Partner Institution shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness (including having obtained any necessary consents or third-party rights) relating to all Partner Institution IP and the sharing of such data, and Core does not assume responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Partner Institution IP used in connection with the Services. Unless otherwise required to provide the Services, Core will have no obligation to archive, back up, or, following the term of the Agreement, retain, Partner Institution IP, nor will Core have any liability for any loss or corruption of Partner Institution IP. “**End Users**” means end users of the Services who are not Personnel, including, as applicable, students and prospective students of Partner Institution. For the avoidance of doubt, visitors to a Platform (as defined below) site other than Partner Institution’s website(s) shall not be deemed to be an End User for purposes of the Agreement, and data collected from such visitors shall not be deemed to be Partner Institution IP for purposes of the Agreement.

## 5. Ownership

Partner Institution hereby grants Core authorization to use Partner Institution IP to the extent expressly authorized in these Terms. As between the parties, Partner Institution owns the Partner Institution IP. Partner Institution hereby grants Core a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the Partner Institution IP: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify Partner Institution for any lawful purpose in Core's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Agreement. As between the parties, Core owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the Partner Institution IP or other materials based on or incorporating Partner Institution IP, except for the Partner Institution IP therein) (collectively, the "**Materials**"), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by Partner Institution by the Agreement. Partner Institution is authorized to use the Services or the Materials only to the extent expressly authorized in these Terms. Upon termination or expiration of an SOW, Partner Institution's rights to and its use of the applicable Services and the Materials shall promptly cease, except that Partner Institution may continue to use any Materials solely for internal purposes. Upon request, Partner Institution shall return any Materials if the continued use thereof would be prohibited under this Agreement.

## 6. Limitations on Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CORE OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION,

COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF CORE AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE LESSER OF AN AMOUNT PAID BY ORGANIZATION TO CORE FOR SUCH PROGRAM IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, OR FIFTY THOUSAND DOLLARS. IN ADDITION, CORE WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY ORGANIZATION AS A RESULT OF THE PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) ORGANIZATION'S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO ORGANIZATION IN CONNECTION WITH THE PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH AFFILIATE IP OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO CORE BY THE ORGANIZATION.

## 7. Warranties

Core represents and warrants that it will provide the Services in a professional and workmanlike manner. Partner Institution represents and warrants that (a) its signatory is authorized to enter into this Agreement and any SOW on behalf of Partner Institution, and (b) (i) its provision of Partner Institution IP and (ii) its and its Authorized Users' receipt of and access to the Services (including the Software and Partner Institution IP and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws, (c) it shall comply with the Children's Online Privacy Protection Act (COPPA) and shall not provide Partner Institution IP to Core collected by the Partner Institution in violation of COPPA, and (d) it has obtained all necessary third party consents and authorizations to provide the Partner Institution IP and for such Partner Institution IP to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to the Family Educational Rights and Privacy Act (FERPA). Core makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such Partner Institution IP or any products or services derived therefrom. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT



PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE MATERIALS ARE PROVIDED "AS IS," AND CORE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND THE MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. CORE DOES NOT WARRANT THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND CORE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

#### **8. Essential Basis of the Agreement**

Partner Institution acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in these Terms form an essential basis of the Agreement, that the parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in the Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

#### **9. Termination**

Except as otherwise provided in an SOW, any SOW may be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the respective SOW or the Agreement, as applicable, and such failure is not cured within one hundred twenty (120) days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within sixty (60) days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) Core, all fees due to Core under the Agreement shall promptly become due and payable and (ii) Partner Institution, Core will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date)

and, in each case, Core will be released from any further obligation to provide the applicable Services. For purposes of clarity, solely the SOW under which or in relation to which a party has failed to perform a material obligation of this Agreement or such applicable document may be terminated; an unaffected SOW may not be terminated.

#### **10. Independent Contractor; Subcontractors**

In performing the Services, Core acts as an independent contractor and not as Partner Institution's employee or agent. Core shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and the Services hereunder.

#### **11. Assignment; Successors**

The Agreement is not assignable by Partner Institution without Core's prior written consent. The Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

#### **12. Notice**

Any notices under the Agreement shall be in writing and sent by email, overnight courier, or the United States Postal Service. For Core, notice shall be sent to Core Education, Attention: Chris Beyer via email to [legal@core.edu](mailto:legal@core.edu) or by overnight courier or the United States Postal Service to 201 N Union St. Suite 110, Alexandria VA, 22314. For Partner Institution, notice shall be sent to the name and address set forth in the SOW.

#### **13. Entire Agreement; Amendment**

The Agreement consists only of the SOW, these Terms and any supplemental terms attached hereto and once executed by the parties, supersedes in its entirety all other understandings and agreements regarding the provision of the Services. This Agreement constitutes a legal, valid, binding, and enforceable obligation of each party. In the event of an express conflict between any provision of these Terms and of an SOW, the provision of the applicable SOW shall control. Core reserves the right to modify or revise these Terms at any time and shall post such revised Terms at [core.edu/terms/master](http://core.edu/terms/master).

#### **14. General**

These Terms shall govern and shall take precedence over any different or additional terms and conditions

which Partner Institution may have included in any documents attached to or accompanying the SOW. Any handwritten changes on the face of this document shall be ignored and have no legal effect.

#### **15. Governing Law; Survival**

The Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws rules or the United Nations Convention on the International Sale of Goods. Each party irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts situated in the State of Delaware, in connection with any action to enforce the provisions of the Agreement, to recover damages or other relief for breach or default under the Agreement, or otherwise arising under or by reason of the Agreement. These Terms, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement.

#### **16. Force Majeure**

Core shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, pandemic, strike, embargo, terrorist attack, war, insurrection or riot or any other cause beyond the reasonable control of Core. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

#### **17. Remedies**

Except where otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

#### **18. No Waiver**

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

#### **19. No Third-Party Beneficiaries**

The parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing in the Agreement, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Agreement.

#### **20. Miscellaneous**

The captions and headings used in the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement. The Agreement shall be construed according to its terms, without regard to the drafter of any provision hereof. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Agreement: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of the Agreement shall remain in full force and effect. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.