

## Core Education

### Standard Terms and Conditions

The terms contained herein (the “**Terms**”) and any scope of work, engagement letter, or contract (collectively and herein referred to as an “**SOW**”) to which these Terms are incorporated (collectively, the “**Agreement**”) constitute an agreement between the entity to which the SOW is addressed (together with any successors or permitted assignees, the “**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 in U.S. dollars by wire transfer, check or other method providing for immediately available funds. 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. Except as otherwise set forth in the SOW, Partner Institution shall reimburse Core for all reasonable travel and out-of-pocket expenses incurred by Core in connection with the performance of the Services.

#### 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, media, and other intellectual property rights owned or licensed by the Partner Institution (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 any liability 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 or destroy, 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, 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

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 all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information arising from (i) 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**"), (ii) the Services, (iii) the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and (iv) any derivative works of any of the foregoing (clauses (i)-(iv) hereof, the "**Core IP**"). Except as stated in these Terms, no right, license, permission, or interest of any kind in the Core IP is intended to be given, transferred to, or acquired by Partner Institution by the Agreement. Partner Institution is authorized to use the Core IP 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 Core IP shall promptly cease, except that Partner Institution may continue to use any Materials solely for internal purposes. Upon Core's request, Partner Institution shall return or destroy any Materials.

## 6. Partner Institution Acts or Omissions

If Core's performance of its obligations under the

Agreement is prevented or delayed by an act or omission of Partner Institution or its employees, agents, subcontractors, consultants or other personnel, Core shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Partner Institution arising directly or indirectly from such prevention or delay.

## 7. Changes

If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Core shall, within a reasonable period of time following such written request, provide a written estimate to Partner Institution of the likely time required to implement such change(s), any necessary variations to the fees and other charges for the Services arising from the change(s), and the likely effect of the change(s) on the Services. Promptly after receipt of Core's response to the requested change(s), the parties shall negotiate and agree in writing on the terms of such change(s), if any (the "Change Order"). Notwithstanding the foregoing, Core may, from time to time, change the Services without the consent of Partner Institution provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates or metrics set forth in any SOW.

## 8. Confidential Information

All non-public, confidential or proprietary information of Core, including but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to students, enrollment, pricing and marketing (collectively, "Confidential Information") disclosed by Core to Partner Institution, whether orally or in written form (including electronic or other media), and whether or not marked as "confidential," in connection with the Services, is confidential, and shall not be disclosed or copied by Partner Institution without the prior written consent of Core.

Partner Institution agrees to use the Confidential Information only to make use of the Services.

For purposes hereof, "Confidential Information" shall not include information that: (i) is in the public domain, (ii) is known to Partner Institution at the time of disclosure, or (iii) is rightfully obtained by Partner Institution on a non-confidential basis from a third-

4868-9370-5654.v3



party.

The parties agree that Core shall be entitled to seek injunctive relief, in addition to any other rights and remedies available at law or in equity, to enforce its rights and the obligations pursuant to this Section 8.

### 9. Limitations on Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CORE 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, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE AGGREGATE LIABILITY OF CORE RELATING TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF (I) AN AMOUNT PAID BY PARTNER INSTITUTION TO CORE IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, OR (II) FIFTY THOUSAND DOLLARS. IN ADDITION, CORE WILL NOT BE LIABLE, AND PARTNER INSTITUTION WILL INDEMNIFY, DEFEND AND HOLD HARMLESS CORE AND ITS AGENTS, OFFICIALS, EMPLOYEES, SUCCESSORS AND PERMITTED ASSIGNS (COLLECTIVELY, THE "CORE INDEMNITEES") AGAINST ANY AND ALL DAMAGES 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

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 OR 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 PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH PARTNER INSTITUTION IP OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO CORE BY THE PARTNER INSTITUTION OR ANY OF ITS AGENTS; (D) ANY MISUSE OR DISCLOSURE OF CONFIDENTIAL INFORMATION IN VIOLATION OF SECTION 8 (CONFIDENTIAL INFORMATION), (E) ANY TAXES PAYABLE BY PARTNER INSTITUTION AS SET FORTH IN SECTION 3 (TAXES) AND (F) ANY BREACH OF ANY REPRESENTATION OR WARRANTY OF PARTNER INSTITUTION CONTAINED IN THIS AGREEMENT.

### 10. 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 infringe, misappropriate or violate third party intellectual property rights, violate any of its obligations to third parties or violate any applicable laws, (c) without limiting the foregoing, 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

THE SERVICES WILL MEET PARTNER INSTITUTION'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.

#### **11. 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.

#### **12. Non-Solicitation**

During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employ of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 12, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section 12. If either party breaches Section 12, the breaching party shall be entitled to seek injunctive relief in addition to any other rights and remedies available to such party pursuant to the Agreement.

#### **13. 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 (other than Partner Institution's failure to pay fees due pursuant to any SOW) 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, (b) fails to pay fees due pursuant to any SOW, and such failure is not cured within thirty (30) days of the due date of such payment, or (c) 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 a termination

pursuant to clause (a) or (b) 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 immediately 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 the Agreement may be terminated; and the Agreement and any other SOWs then in effect between the parties will remain in full force and effect.

#### **14. 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.

#### **15. 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.

#### **16. 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: VP of Finance 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.

#### **17. Entire Agreement; Amendment**

The Agreement constitutes the entire agreement between the parties and supersedes in its entirety all other understandings and agreements regarding the provision of the Services. The Agreement constitutes a legal, valid, binding, and enforceable obligation of each party. In the event of a conflict between any provision of these Terms and an SOW, these Terms shall control unless the applicable SOW explicitly states that the provision of such SOW shall control with respect to such term. Core reserves the right to



modify or revise these Terms at any time and shall post such revised Terms digitally and any such modification or revision shall be binding upon the parties.

#### **18. 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.

#### **19. 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. 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.

#### **20. 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.

#### **21. Remedies**

The rights and remedies granted to a party under the Agreement are the sole rights or remedies which the party may possess with respect to this Agreement, and Core's entire liability for breach of the Agreement or any SOW thereunder shall be the termination of the Agreement or applicable SOW as set forth herein, and shall be limited as set forth in Section 9 (Limitations on Liability).

#### **22. 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.

#### **23. 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.

#### **24. 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.