

SAAS SUBSCRIPTION AGREEMENT

This Software-as-a-Service (“*SaaS*”) Agreement (“*Agreement*”) is entered into by and between HopSkipDrive, Inc., a Delaware Corporation (the “*Contractor*”) and the entity or person placing an order for Services (defined below) pursuant to an Order Form (as defined herein) or accessing any Services (the “*Customer*”, “*Organization*”, or “*you*”) (each a “*Party*” and collectively the “*Parties*”). If you are accessing or using the Services on behalf of your Organization, you represent that you are authorized to accept this Agreement on behalf of your Organization, and all references to “you” or “Organization” reference your Organization.

This Agreement permits Organization to purchase subscriptions to SaaS products and other services from Contractor pursuant to any Order Forms and sets forth the basic terms and conditions under which those products and services will be delivered. This Agreement will govern Customer’s initial purchase on the date set forth in the applicable Order Form (the “*Effective Date*”) as well as any future purchases made by Customer that reference this Agreement. Each Service is provided on a Subscription Term.

Modifications to this Agreement: From time to time, Contractor may modify this Agreement by providing notice to Customer (including by posting such updates on the Service website). Unless otherwise specified by Contractor, changes become effective for Customer upon renewal of Customer’s current Subscription Term or entry into a new Order Form. Contractor will use reasonable efforts to notify Customer of the changes through communications via Customer’s account, email or other means. Continued use of the Services after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version. If the Customer objects to such changes, prior to the start of the next Subscription Term, Customer may notify Contractor of its desire to not renew the Agreement and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the applicable Services for the not yet started portion of the Subscription Term.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE ANY SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT

1. DEFINITIONS

"Affiliate" means with respect to a Party, any person or entity that controls, is controlled by, or is under common control with such Party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities.

"Authorized User" means a named individual that: (a) is an employee, representative, consultant, contractor or agent of Customer or a Customer Affiliate; (b) is authorized to use the SaaS Service pursuant to this Agreement; and (c) has been supplied a user identification and password by Customer. Customer shall be responsible for all access and use of the SaaS Service by the Authorized Users.

"B2B Relationship Data" refers to administrative, transactional, or account-related information exchanged between the Customer and Contractor. This includes, but is not limited to, data necessary for account creation, purchase histories, payment records, correspondence regarding account maintenance, technical support communications, and related interactions. B2B Relationship Data does not include any Customer Personal Data or analytics derived from Customer's use of the Services unless explicitly agreed otherwise in writing.

"Customer Data" means any data or other information which is provided by (or on behalf of) Customer directly or indirectly to Contractor in connection with the Services, Introductory SaaS Service or Beta Releases, including data that is collected by the Software, and shall not include Customer Personal Data or Service Analytics as defined hereunder.

"Customer Personal Data" means any Customer Data which (i) qualifies as "Personal Data" "Personal Information" "Personally Identifiable Information" or any substantially similar term under applicable privacy laws and (ii) is processed by Contractor on behalf of Customer in connection with the Agreement. For the avoidance of doubt, Customer Personal Data shall not include B2B Relationship Data or Service Analytics as defined hereunder.

"Documentation" means the end user technical documentation provided with the Services, as may be modified from time to time.

"License Entitlement" means the specific allocation or quantity of usage rights granted to the Customer for accessing and utilizing the SaaS Service, as detailed in the applicable Order Form. Any use of the SaaS Service exceeding the specified License Entitlement may incur additional fees or require an updated license agreement, in accordance with the terms set forth in this Agreement.

"Open Source Software" means a program in which source code is made publicly and freely available for use and modification pursuant to certain license terms.

"Order Form" means a document executed by and between Contractor and Customer or electronically accepted by Customer that references this Agreement, purchase confirmation or any other document which details the Services to be provided by Contractor, the fees associated therewith, and any other transaction-specific terms and conditions.

"Statement of Work" or "SOW" means a statement of work or other such executed document that references this Agreement, whereby Customer engages Contractor to perform certain training, consulting, technical account management, professional, or similar services related thereto.

"SaaS Service" means Contractor's hosted service solution as specified on an Order Form.

"Services" means the specific ordered SaaS Service, Transportation Optimization Services, and any of the training services, technical account management services, and/or consulting or other professional services, pursuant to one or more Order Forms and SOW(s), if applicable.

"Subscription Term(s)" means the subscription period(s) specified in an Order Form, during which Authorized Users may use the

Services, subject to the terms of this Agreement.

"Transportation Optimization Services" means advanced analytical modeling and consultative services to evaluate Customer's current transportation operations and develop a strategic plan to optimize future services.

"Update" is a SaaS Service release that Contractor makes generally available to all Contractor customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix; or it may be enhancement, new feature, or new functionality.

2. PROVISION AND USE OF THE SERVICES

2.1 Provision of the SaaS Service. Subject to Customer's payment of all fees due hereunder, Contractor grants Customer a limited, non-exclusive, non-sublicenseable, nontransferable (except as specifically permitted in this Agreement) right to access and use the SaaS Service as set forth in the applicable Order Form, solely for Customer's internal business purposes. Customer may permit its Affiliates to use and access the SaaS Service and Documentation in accordance with this Agreement, but Customer shall be responsible for the compliance of all Affiliates with this Agreement, Documentation, and the Order Form(s).

2.2 Distribution and Use of Services. With respect to the distribution and use of the Services, Customer agrees that the distribution and use of the Services is subject to the General Considerations contained in [Exhibit A](#).

2.3 Use Restrictions. Subject to the General Considerations contained in [Exhibit A](#), Customer shall not (and shall not permit any third party to): (a) sublicense, sell, transfer, assign, distribute or otherwise grant or enable access to the SaaS Service in a manner that allows anyone to access or use the SaaS Service without an Authorized User subscription, or to commercially exploit the SaaS Service; (b) use the SaaS Service to provide, or incorporate the SaaS Service into, any product or service provided to a third party; (c) use the SaaS Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code except to the extent expressly permitted by applicable law (and then only upon advance notice to Contractor); (e) copy, modify or create any derivative work of the SaaS Service or any Documentation; (f) remove or obscure any proprietary or other notices contained in the SaaS Service; (g) allow Authorized User subscriptions to be shared or used by more than one individual Authorized User (except that Authorized User subscriptions may be reassigned by Customer to new Authorized Users replacing individuals who no longer use the SaaS Service for any purpose); (h) publicly disseminate performance information regarding the SaaS Service; further, Customer shall not (and shall not permit any third party to) access or use the SaaS Service: (i) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights and/or in violation of applicable laws; (ii) to send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, or agents; (iii) in a manner that interferes with or disrupts the integrity or performance of the SaaS Service (or the data contained therein); (iv) to gain unauthorized access to the SaaS Service (including unauthorized features and functionality) or its related systems or network; or (v) disable or bypass the measures that Contractor may use to prevent or restrict access to the SaaS Service, or if applicable, use the SaaS Service in excess of the License Entitlement limits set forth in the Order Form(s).

2.4 Beta Releases. From time to time, Contractor may grant Customer access to "alpha", "beta", "technical preview" or other early-stage products ("**Beta Releases**"). Customer shall comply with

all terms related to any Beta Releases as posted or otherwise made available to Customer. Contractor may add or modify terms related to access or use of the Beta Release at any time. While Contractor may provide assistance with Beta Releases in its discretion, notwithstanding anything to the contrary in this Agreement, CUSTOMER AGREES THAT ANY BETA RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT SERVICES, MAINTENANCE, STORAGE, OR SERVICE LEVEL OBLIGATIONS OF ANY KIND. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH CONTRACTOR WILL NOT BE RESPONSIBLE. Contractor makes no promises that future versions of a Beta Release will be released. Customer's use of the Beta Release will automatically terminate upon the release of a generally available version of the applicable Beta Release or upon notice of termination by Contractor.

2.5 Introductory SaaS Service. From time to time, Contractor may make available one or more offers for use of an introductory tier of the SaaS Service at no cost ("**Introductory SaaS Service**"). Customer shall comply with all terms related to any Introductory SaaS Service, all as posted or otherwise made available to Customer. Contractor may add or modify terms related to access or use of the Introductory SaaS Service at any time. While Contractor may provide limited support as further detailed in the documentation for the Introductory SaaS Service, CUSTOMER AGREES THAT ANY INTRODUCTORY SAAS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND.

2.6 Contractor may suspend or terminate access or use of any Introductory SaaS Service or Beta Release at any time for any reason or no reason. Notwithstanding anything to the contrary in the Agreement, after suspension or termination of Customer's access to or use of any Introductory SaaS Service or Beta Release for any reason (a) Customer will not have any further right to access or use the applicable Introductory SaaS Service or Beta Release and (b) Customer Data used in the applicable Introductory SaaS Service or Beta Release may be deleted or inaccessible. Notwithstanding anything contained to the contrary in this Agreement, Contractor and its licensors' cumulative and aggregate liability arising out of or relating to the Introductory SaaS Service or Beta Releases is limited to \$500 USD.

3. CUSTOMER OBLIGATIONS

3.1 Data Collection. Customer has exclusive control and responsibility for determining what Customer Data is submitted to the Services, Introductory SaaS Service and Beta Releases and for obtaining all necessary consents and permissions for submission of Customer Data and processing instructions to Contractor.

3.2 Rights in Customer Data. Customer is solely responsible for the accuracy, content and legality of all Customer Data and agrees to comply with all applicable laws in its use of the Services, Introductory SaaS Service and Beta Releases. Customer represents and warrants that Customer has all necessary rights, consents and permissions to collect, share and use Customer Data as contemplated in this Agreement, without violation or infringement of any third-party intellectual property, publicity, privacy rights or any laws and regulations.

3.3 Student Educational Records. Customer hereby designates Contractor as a "school official" with "legitimate educational interests" in the Customer's records, as those terms have been defined under the Family Educational Rights and

Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), as amended from time to time ("FERPA") and its implementing regulations. The Parties acknowledge that Contractor may create, access, and maintain Student Educational Records (as defined under FERPA) for the Services. Customer hereby grants permission to Contractor and its subcontractors to use Student Educational Records for maintaining and providing the Services, and for the avoidance of doubt, such subcontractors shall not be deemed third parties for purposes of access to Student Educational Records.

3.4 Customer Data; Storage. Without limiting Contractor's obligations hereunder, Customer acknowledges that Customer is responsible for properly configuring and using the SaaS Service, Introductory SaaS Service and Beta Releases and otherwise taking reasonable action to secure and protect Customer accounts and Customer Data.

3.5 Open Source Software and Third-Party Software. Customer acknowledges and agrees that certain Open Source Software libraries, components and utilities, and other third-party software not owned or developed by Contractor may be embedded in the Software. The publicly available open source license terms governing the Open Source Software shall take precedence over this Agreement to the extent that the Agreement imposes greater restrictions on Customer. Customer hereby acknowledges that Contractor disclaims and makes no representation or warranty with respect to the Open Source Software, or any portion thereof, and notwithstanding anything contained to the contrary herein assumes no liability for any claim that may arise with respect to such Open Source Software or Customer's use or inability to use the same.

4. PROPRIETARY RIGHTS.

4.1 Customer Data. As between the Parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Contractor a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Services, Introductory SaaS Service and Beta Releases to Customer during the Subscription Term.

4.2 Contractor Technology. The Services, Introductory SaaS Service, Beta Releases, Documentation, including all copies and portions thereof, and all intellectual property rights therein, including, but not limited to derivative works, deliverables, Updates, enhancements and modifications therefrom ("**Contractor Technology**"), shall remain the sole and exclusive property of Contractor. Customer is not authorized to use (and shall not permit any third party to use) the Contractor Technology or any portion thereof except as expressly authorized by this Agreement.

4.3 Service Analytics. Contractor may process Service Analytics for internal business purposes in order to deliver, enhance, secure and support the Services, Introductory SaaS Service, Beta Releases and Software. Customer may have the ability to configure the Services, Introductory SaaS Service and Beta Releases (as applicable) to limit the Service Analytics that are collected. Customer may refer to the Documentation and/or Customer's account representative for more information. "**Service Analytics**" means all information and data that the Services, Introductory SaaS Service, and Beta Releases generate or otherwise obtain from Customer's use of the foregoing, including but not limited to usage statistics, telemetry and analytics and similar information, collected by cookies, web beacons, and other similar applications. Contractor may disclose the results of its analysis of the Service Analytics publicly or to third parties in connection with our marketing and promotion efforts, including but not limited to presentations,

technical reports and whitepapers, provided that such results do not contain any personally identifiable information, or enable a third party to determine the source of such information.

5. FEES & PAYMENT

5.1 Fees and Payment. (A) All fees are as set forth in the applicable Order Form and shall be paid by Customer within thirty (30) days of date of invoice, unless otherwise specified in the applicable Order Form or SOW. Except as expressly set forth in an Order Form or SOW: (a) payment obligations are non-cancelable and fees are non-refundable; and (b) Customer may not decrease the License Entitlement or downgrade to the Introductory SaaS Service during the applicable Subscription Term. Where Customer designates use of a third-party payment processor network, Customer shall be responsible for payment of all fees and charges associated with use of such network (including registration, participation, and payment processing fees) and Contractor may invoice for such fees together with the subscription fees or on separate invoice(s). For SaaS Service subscriptions that are usage based, for overage incurred during the Subscription Term, Contractor shall calculate Customer's monthly usage in accordance with the lower of: a) overage rates set forth in the Order Form or b) the usage rates as posted or otherwise made available to Customer. In such event, Contractor shall invoice Customer based on the prior month's activity. Such overage fees are due and payable immediately upon invoice. (B) For certain SaaS Service subscriptions, pay as you go billing may be made available to Customer. Unless otherwise set forth in an applicable Order Form: (i) Contractor will calculate Customer's usage and invoice Customer for the prior month's activity (ii) Customer will pay Contractor the applicable usage rates as posted or otherwise made available to Customer (iii) fees are due and payable immediately upon invoice and (iv) Contractor reserves the right to increase the fees by giving Customer at least thirty (30) days prior written notice. Contractor may bill Customer more frequently for fees accrued if the Customer account is suspected to be at risk of non-payment.

5.2 Effect of Nonpayment. This Agreement or Customer's access to Services may be suspended or terminated if Customer's account falls into arrears. Unpaid amounts may be subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law, plus all collection costs.

5.3 Taxes. Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the Customer (except that the Customer will not be responsible for any taxes on Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend the pricing schedule.

5.4 INTENTIONALLY OMITTED

6. TERM AND TERMINATION

6.1 Term. This Agreement will continue for so long as there is an Order Form in effect between the Parties or for so long as Customer is using the Introductory SaaS Service, unless earlier terminated pursuant to the terms of this Agreement.

6.2 Termination for Cause. Either Party may terminate this Agreement (or any affected Order Form or Statement of Work) (a) upon the other Party's Material Breach that remains uncured for fifteen (15) days following written notice of such breach; or (b) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit

of creditors (and not dismissed within sixty (60) days thereafter). For purposes of this Agreement, a "Material Breach" refers to any act or omission by either Party that substantially undermines the intent, purpose, or essential terms of this Agreement. Without limiting the generality of the foregoing, a Material Breach by the Customer shall include, but is not limited to: (a) Failure to Pay Fees: The Customer's failure to pay any fees owed under this Agreement within the timeframes specified in the applicable Order Form or Statement of Work; (b) Violation of Use Restrictions: The Customer's unauthorized use of the Services, including exceeding license entitlements, circumventing access controls, or any other breach of Section 2.2; (c) Breach of Confidentiality: The disclosure or misuse of Contractor's Confidential Information, including proprietary data, trade secrets, or Service Analytics, in violation of Section 10; (d) Non-Compliance with Applicable Laws: The Customer's failure to comply with applicable laws or regulations in connection with their use of the Services, including privacy, security, and data protection laws, where such failure exposes the Contractor to risk or liability; (e) Operational Hindrance: The Customer's failure to provide access, data, or other cooperation reasonably required for the Contractor to deliver Services in a timely or effective manner, after written notice and a reasonable opportunity to cure; or (f) Intentional or Grossly Negligent Acts: Any willful misconduct or gross negligence by the Customer that causes harm, loss, or reputational damage to the Contractor or its Affiliates. The determination of a Material Breach shall be assessed in light of the overall impact of the breach on the non-breaching Party's rights, obligations, and expectations under this Agreement.

6.3 Termination for Convenience. Either Party may terminate this Agreement or Order Form(s) for any reason or for no reason, by providing the other Party at least thirty (30) days' prior written notice. However, in the event of a Customer termination for convenience, Customer shall not be entitled to any refund or relief from payment of any fees paid or payable under the Agreement, applicable Order Forms or Statement of Work.

6.4 Treatment of Customer Data Following Expiration or Termination. Customer agrees that following termination of this Agreement, or termination or expiration of any Order Form, Contractor may immediately deactivate Customer's account(s) associated with the Agreement or applicable Order Form. During the thirty (30) day period following termination or expiration, Contractor will grant a reasonable number of Authorized Users, in Contractor's sole discretion, access to the SaaS Service for the sole purpose of retrieving Customer Data. Within a reasonable time thereafter, Contractor will delete Customer Data from the SaaS Service. Notwithstanding the foregoing, Customer understands that Contractor may retain copies of Customer Data in regular backups or as required by law, which will remain subject to the confidentiality and security standards set forth in Sections 10 and 11, respectively, for so long as Customer Data is retained by Contractor. Customer acknowledges that the retention of Customer Data in the SaaS Service is at all times subject to Contractor's SaaS Service data retention policies which shall be made available to Customer upon request and are subject to update from time to time in Contractor's reasonable discretion, but in no event shall any such update result in a material reduction of SaaS Service data retention periods in effect during Customer's applicable Subscription Term. Any "snapshot" of Customer Data therefore is *inclusive* of the Contractor SaaS Service data retention policies in effect at the time of Customer Data retrieval.

6.5 Effect of Termination. Upon early termination of this Agreement by Customer for Contractor's uncured material breach pursuant to Section 6.2 or by Contractor pursuant to Section 6.3,

Customer is entitled to a prorated refund of prepaid fees relating to the Services applicable to the remaining period in the applicable Subscription Term. Upon expiration or termination of this Agreement by Contractor for Customer's uncured material breach pursuant to Section 6.2 or by Customer pursuant to Section 6.3, unpaid fees relating to the Services applicable to the duration of any applicable Subscription Term will be immediately due and payable. In addition, upon expiration or termination of this Agreement for any reason: (a) all rights granted to Customer under this Agreement, and Contractor's obligation to provide the Services, Introductory SaaS Service or Beta Releases will terminate (including any and all rights related to Software); and (b) any payment obligations accrued pursuant to this Agreement, as well as the provisions of Section 6, 8, 10, and 12 of this Agreement will survive such expiration or termination.

7. LIMITED WARRANTY

7.1 Limited Warranty. Contractor warrants that during the Subscription Term the Services made available for Customer's use will operate in substantial conformity with the applicable Documentation. In the event of a material breach of the foregoing warranty, Customer's exclusive remedy and Contractor's entire liability, shall be for Contractor to use commercially reasonable efforts to correct the reported non-conformity within thirty (30) days, or if Contractor determines such remedy to be impracticable, Contractor at its discretion, may terminate the applicable Order Form (and applicable Statement of Work, if any) and Customer will receive, as its sole remedy, a refund of any fees Customer has pre-paid for use of affected Services for the terminated portion of the applicable Subscription Term. The warranty set forth in this Section 7.1 shall not apply if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or any use provided on a no-charge or evaluation basis.

7.2 Malicious Code. Contractor warrants that Contractor will not knowingly introduce into the Services software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm.

7.3 Warranty Disclaimer. EXCEPT FOR THE WARRANTY IN THIS SECTION 7, THE SERVICES ARE PROVIDED "AS IS". NEITHER CONTRACTOR NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHER, CONTRACTOR DOES NOT WARRANT THE SAAS SERVICE WILL BE ERROR-FREE OR THAT USE OF THE SAAS SERVICE WILL BE UNINTERRUPTED. CONTRACTOR'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF ANY ERROR SHALL BE LIMITED TO PROVISION OF SUPPORT SERVICES.

8. LIMITATION OF REMEDIES AND DAMAGES

8.1 Liability Cap. EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") (FOR WHICH THE LIABILITY LIMITATION SHALL BE ONE MILLION DOLLARS (\$1,000,000) IN THE CUMULATIVE AND AGGREGATE FOR ALL CLAIMS); AND (B) CUSTOMER'S INFRINGEMENT OF CONTRACTOR'S INTELLECTUAL PROPERTY RIGHTS, IN

NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY EXCEED THE AMOUNTS PAID BY AND/OR DUE FROM CUSTOMER FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM, UNDER THE APPLICABLE ORDER FORM(S) RELATING TO THE CLAIM.

8.2 EXCEPT FOR CUSTOMER'S INFRINGEMENT OF CONTRACTOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY, OR CONTRACTOR'S AFFILIATES OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

9. INDEMNIFICATION

9.1 By Contractor. Contractor shall defend Customer from and against any claim by a third party alleging that the SaaS Service when used as authorized under this Agreement infringes any trademark or copyright of such third party, enforceable in the jurisdiction of Customer's use of the SaaS Service, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Customer's actions) ("**Infringement Claim**") and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer by a court of competent jurisdiction or agreed in settlement by Contractor (including reasonable attorneys' fees) resulting from such Infringement Claim. Contractor will have no obligation and assumes no liability under this Section 9 or otherwise with respect to any claim based on: (1) if the SaaS Service is modified by any party other than Contractor, but solely to the extent the alleged infringement is caused by such modification; (2) if the SaaS Service is combined, operated or used with any Customer Data or any Customer or third party products, services, hardware, data, content, or business processes not provided by Contractor where there would be no Infringement Claim but for such combination; (3) to any action arising as a result of Customer Data or any third-party deliverables or components contained within the SaaS Service; (4) if Customer settles or makes any admissions with respect to a claim without Contractor's prior written consent; or (5) to any use provided on a no-charge or evaluation basis. THIS SECTION 9 SETS FORTH CONTRACTOR'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.2 Remedies. If Customer's use of the SaaS Service is (or in Contractor's opinion is likely to be) enjoined, if required by settlement or if Contractor determines such actions are reasonably necessary to avoid material liability, Contractor may, at its option: (i)

procure for Customer the right to use the SaaS Service in accordance with this Agreement; (ii) replace or modify, the SaaS Service to make it non-infringing; or (iii) terminate Customer's right to use the SaaS Service, and upon Customer's certification of deletion of the Software (if any), refund prorated pre-paid fees for the remainder of the applicable Subscription Term for the SaaS Service.

9.3 By Customer. Customer will defend, indemnify and hold Contractor harmless from and against any damages and costs (including reasonable attorneys' fees and costs incurred by Contractor) finally awarded against Contractor arising from or in connection with any claim alleging that Contractor's use of the Customer Data infringes a copyright, trademark, trade secret or breaches privacy, or publicity right of a third party.

9.4 Indemnity Process. Each Party's indemnification obligations are conditioned on the indemnified Party: (a) promptly giving written notice of the claim to the indemnifying Party; (b) giving the indemnifying Party sole control of the defense and settlement of the claim; and (c) providing to the indemnifying Party all available information and assistance in connection with the claim, at the indemnifying Party's request and expense. The indemnified Party may participate in the defense of the claim, at the indemnified Party's sole expense (not subject to reimbursement). Neither Party may admit liability for or consent to any judgment or concede or settle or compromise any claim unless such admission, concession, settlement, or compromise includes a full and unconditional release of the other Party from all liabilities in respect of such claim.

10. CONFIDENTIAL INFORMATION

10.1 Each Party (as "Receiving Party") agrees that all code, inventions, know-how, business, personal data, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Data, pricing information, Contractor Technology, Beta Releases (including the existence of), performance information relating to the Services, Introductory SaaS Service or Beta Releases, and the terms and conditions of this Agreement shall be deemed Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party shall (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 10 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 10. The Receiving Party's confidentiality obligations shall not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party without use of or reference to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party

acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

10.2 Customer Personal Data. Customer acknowledges that the Services, Introductory SaaS Service and Beta Releases do not require Customer to input or otherwise transmit Customer Personal Data and Customer agrees not to input or otherwise transmit any Customer Personal Data to the Services, Introductory SaaS Service or Beta Releases without Contractor's explicit consent or as otherwise set forth in the applicable Order Form or other written agreement between the Parties.

10.3 Data Processing Agreement. Subject to Section 10.2, and so long as Customer has separately executed the same, the terms of the Contractor Global Data Processing Agreement ("DPA") are hereby incorporated by reference and shall apply to Contractor's processing of Customer Personal Data on behalf of Customer. Customer represents and warrants that it has obtained all necessary consents and permissions from data subjects for the submission and processing of Customer Personal Data.

10.4 B2B Relationship Data; Service Analytics. For the avoidance of doubt and subject to the terms hereunder, Contractor processes Service Analytics and B2B Relationship Data in its role as an independent controller and in accordance with applicable laws and Contractor's privacy policy.

11. SECURITY.

11.1 During the Subscription Term, Contractor will maintain reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of Customer Data at least as rigorous as the measures used to maintain the security of its own data. Contractor will not use Customer Data except to provide the Services, Introductory SaaS Service, Beta Releases in accordance with this Agreement or as instructed by Customer.

11.2 Contractor will be liable for any unauthorized access to Customer Data by third parties only to the extent resulting from Contractor's failure to adhere to the requirements set out by applicable law, the Contractor Security Addendum (as defined in Section 11.3) or from Contractor's gross negligence or willful misconduct. The provisions of this Section 11.2 apply notwithstanding any provision of this Agreement or any other agreement between Contractor and Customer (or any affiliate of Customer) to the contrary.

11.3 Contractor Security Addendum. Contractor will implement and maintain commercially reasonable security measures as set forth in [Exhibit B](#).

12. GENERAL TERMS

12.1 Publicity. Unless otherwise specified in the applicable Order Form, Contractor may refer to Customer as one of Contractor's customers and use Customer's logo as part of such reference. Furthermore, unless otherwise specified in the applicable Order Form, Contractor may issue a press release announcing the relationship between Contractor and Customer.

12.2 Compliance With Laws. Contractor and Customer will comply with all applicable laws and regulations concerning performance under this Agreement, including, without exception all requirements of applicable state and federal privacy laws and regulations.

12.3 Assignment. Customer may not assign this Agreement, in whole or in part, without the prior written consent of Contractor.

12.4 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be

unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

12.5 Governing Law; Jurisdiction and Venue. All matters arising out of or relating to this Agreement (with the exception of Arbitration which is described below) are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Los Angeles and County of Los Angeles, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12.6 Arbitration. Any and all disputes, claims or causes of action, in law or equity, including without limitation, claims arising out of or related to the Parties' negotiations and inducements to enter into this Agreement, enforcement, breach, performance or interpretation of this Agreement will be submitted to mandatory, binding arbitration under the auspices of the Arbitration Tribunal applicable above, or its successors, under its then-current commercial arbitration rules and procedures. **Both Parties acknowledge that by agreeing to arbitration, they waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** Nothing in this Agreement is intended to prevent either Party from obtaining injunctive relief in any competent court to prevent irreparable harm pending the conclusion of any such arbitration. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator(s) or any other court may, in its discretion, award reasonable costs and fees to the prevailing Party.

12.7 Notice. Any notice required or permitted by this Agreement shall be sent electronically in writing to the primary email address provided for HopSkipDrive and Provider as outlined in the Order Form. Such electronic transmission shall be deemed delivered, if received on the day of receipt or if received outside of business hours, on the next business day.

Contractor primary email address:

contracting@hopskipdrive.com

12.8 Neither the Customer nor HopSkipDrive is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, pandemics, endemics, riots, wars, or any other similar cause ("**Force Majeure Event**"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the Parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either Party may terminate this Agreement by giving written notice thereof to the other Party. Upon the occurrence of any Force Majeure Event, the affected Party will give the other Party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

12.9 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each Party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claiming such waiver. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

12.10 Entire Agreement; Interpretation. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement. In this Agreement, headings are for convenience only and "including", "e.g.", and similar terms will be construed without limitation. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, or Exhibit hereto, such conflict will be resolved in the following order, except to the extent expressly specified otherwise in the applicable Order Form or SOW: (a) this Agreement (b) the Exhibits (c) Order Form (d) Statement of Work. Any preprinted terms on any Customer ordering documents or terms referenced or linked therein will have no effect on the terms of this Agreement and are hereby rejected, including where such Customer ordering document is signed by Contractor. Customer acknowledges that the SaaS Service is an on-line, subscription-based product, and that in order to provide improved customer experience Contractor may make changes to the Services, and Contractor will update the applicable Documentation accordingly.

12.11 Subcontractors. Contractor may use the services of subcontractors and permit them to exercise the rights granted to Contractor in order to provide the Services, Introductory SaaS Service, and Beta Releases under this Agreement. These subcontractors may include, for example, Contractor's hosting infrastructure. Contractor remains responsible for compliance of any such subcontractor with the terms of this Agreement.

12.12 Feedback. Contractor shall be free to use, irrevocably, in perpetuity, for free and for any purpose, all suggestions, ideas and/or feedback relating to the Services, Introductory SaaS Service or Beta Releases (collectively, "**Feedback**") provided to Customer, its Affiliates and Authorized Users.

12.13 Independent Contractors. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

12.14 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

Exhibit A

General Considerations

DISTRIBUTION AND USE

Usage and Responsibility of Customer – Contractor prepared the Services for the sole use of the Customer named herein for the stated purpose. The Services includes important considerations, assumptions, and limitations and, as a result, is intended to be read and used only as a whole. The Services may not be separated into, or distributed, in parts other than by the Customer to whom this report was issued, as needed, in the case of distribution to such Customer’s directors, officers, or employees. All decisions in connection with the implementation or use of advice or recommendations contained in this report are the sole responsibility of the Customer named herein.

Distribution, Circulation, and Publication – The Services are not intended for general circulation or publication, nor are they intended to be used, quoted or distributed to others for any purpose other than those that may be set forth herein or in the written agreement pursuant to which we issued this report without the prior written consent of Contractor. Neither all nor any part of the contents of the Services, any opinions expressed herein, or the firm with which this report is connected, shall be disseminated to the public through advertising media, public relations, news media, sales media, mail, direct transmittal, or any other public means of communications, without the prior written consent of Contractor.

Third-Party Reliance and Due Diligence – Contractor’s consent to any distribution of this report (whether herein or in the written agreement pursuant to which we issued this report) to parties other than of the Customer named herein does not constitute advice by Contractor to any such third parties. Any distribution to third parties shall be solely for informational purposes and not for purposes of reliance by any such parties. Contractor assumes no liability related to third party use of this report or any actions taken or decisions made as a consequence of the results, advice or recommendations set forth herein. This report should not replace the due diligence on behalf of any such third party.

CONSIDERATION AND LIMITATIONS

Data Verification – For Contractor’s analysis, Contractor relied on data and information provided by the Customer named herein without independent audit. Though Contractor has reviewed the data for reasonableness and consistency, Contractor has not audited or otherwise verified this data. Contractor’s review of data may not always reveal imperfections. Contractor has assumed that the data provided is both accurate and complete. The results of Contractor’s analysis is dependent on this assumption. If this data or information is inaccurate or incomplete, Contractor’s findings and conclusions might therefore be unreliable.

Rounding and Accuracy – Contractor’s models may retain more digits than those displayed. Also, the results of certain calculations may be presented in the exhibits with more or fewer digits than would be considered significant. As a result, there may be rounding differences between the results of calculations presented in the exhibits and replications of those calculations based on displayed underlying amounts. Also, calculation results may not have been adjusted to reflect the precision of the calculation.

Unanticipated Changes – Contractor developed its conclusions based on an analysis of the data of the Customer named herein and on the estimation of the outcome of many contingent events. Contractor’s estimates make no provision for extraordinary future events which are not yet quantifiable. The most significant external influences include, but are not limited to, changes in the legal, social, or regulatory environment. Uncontrollable factors such as general economic conditions also contribute to variability.

Exhibit B

Technical Organizational Measures of Security

These Technical and Organizational Measures of Security ("TOMS") are integral to the Agreement. By entering into the Agreement, Customer agrees to implement the following security measures, incorporated herein by reference:

- 1) **Authentication and Password Policy Control:**
 - a) Customer must implement and maintain password policies that adhere to recognized industry best practices, including requirements for length, complexity, and periodic changes.
 - b) All accounts must utilize unique usernames and passwords for each authorized user.
 - c) Sharing of usernames and passwords related to the Services is strictly prohibited. Credentials must not be documented in unsecured locations.
 - d) Any mobile device used to access the Services must employ a passcode or equivalent security measure.

- 2) **Access Control:** Access to the Services must be granted only to employees, contractors, and subprocessors whose roles necessitate it.
 - a) Customer must review and document access controls at least quarterly, ensuring adherence to the principle of least privilege.
 - b) Immediate revocation of access is mandatory upon termination of an employee, contractor, or subprocessor.
 - c) Access reviews must include logging and auditing processes to ensure compliance with the Agreement and applicable laws.

- 3) **Data:** Customer are prohibited from copying or exporting data to systems or cloud storage not under their direct control.
 - a) Any data that is no longer necessary must be securely deleted or destroyed using industry-standard methods. Certification of destruction must be provided upon request, and logs of destruction activities should be retained for auditing.
 - b) Before using the Services, Customer must implement the following security controls:
 - i) Antivirus or endpoint security software on all relevant devices.
 - ii) Encryption of laptops and systems accessing the data.
 - iii) Deployment of security tools like firewalls and VPNs to safeguard the IT environment.
 - iv) Enabling and requiring multi-factor authentication (MFA) where possible.

- 4) **Information Security Awareness:** Customer must maintain a comprehensive security awareness program that includes:
 - a) Annual privacy and security training for employees, contractors, and subprocessors.
 - b) Regular simulated phishing tests.
 - c) Role-specific training tailored for high-risk functions.

- 5) **Security Incident Reporting:** Customer must notify the Company in writing (to legal@hopskipdrive.com) within 24 hours of identifying a security incident. Notifications must include:
 - a) A detailed description of the incident, including affected data categories, volumes, and impacted data subjects.
 - b) The likely consequences and risks associated with the incident.
 - c) Identities of individuals or entities responsible, if known.
 - d) The timeline of the incident (occurrence and detection times).
 - e) Actions taken to investigate, contain, and mitigate the breach, including recovery efforts.
 - f) An assessment of potential impacts on affected individuals or entities.
 - g) Proposed measures to address the breach and prevent recurrence.

- 6) **Compliance with Agreement:** Customer warrant that, as of the Effective Date, they have not experienced any security breaches or unauthorized access to systems resulting in third-party access to, or acquisition of, personally identifiable information (PII). Customer further affirm ongoing compliance with the Agreement's information security requirements.