MASTER SERVICES AGREEMENT

(Scaffold Platform)

This Master Services Agreement ("MSA") between K16 Solutions, Inc. ("K16") and the Client named in the Order Form ("Client") to which this MSA is referred, for the use of the Scaffold Platform.

WHEREAS, K16 owns and operates an automated systems integration solution known as the *Scaffold Platform*, for the purpose of improving and simplifying information access and solution administration; and

WHEREAS, Client desires to use the *Scaffold Platform* and receive the benefits therefrom.

NOW, THEREFORE, in consideration of the mutual promises contained herein, K16 and Client agree as follows:

1. DEFINITIONS

- "Additional Fee" refers to the price at which Client pays for any products or services described in the Order Form, excluding Service Fees, as described in more detail in Section 6.
- "Authorized Users" refer to, collectively, all individuals who are authorized or permitted by Client and any entities represented by Client (as a System Partner), including its and their administrative staff, faculty and personnel, to use the Service.
- "Client Data" refers to data and other information controlled & maintained by Client in Client Systems, including Personal information, that are provided or made available to K16 for purposes of utilizing the Service.
- "Client Systems" refers to the data, equipment and systems that are integrated with the Platform as necessary for K16 to provide the Service.
- "Fees" refers to Service Fees and Additional Fees.
- "FERPA" is the Family Educational Rights and Privacy Act.
- "Integration" refers to any Service or solution provided by K16 for Client and its Authorized Users that utilize the Scaffold Platform and its integrations.
- "MSA" means this Master Services Agreement, as amended and/or supplemented from time to time, together with the Order Form and any exhibits, schedules and attachments hereto and thereto.
- "MSA Effective Date" refers to the Effective Date set forth in the Order Form.
- "Order Form" refers to any signed order for the provision of products or services by K16 to Client, which references this MSA.
- "Party" refers to each of K16 and Client individually, and collectively as the "Parties".
- "Personal Information" means personally identifiable information derived from education records as defined in 34 CFR 99.3, which are collected or processed by K16 via the Platform.
- "Platform" refers to the website associated with the Scaffold Platform, including the Application Programming Interfaces (APIs) that exchange data between Client Systems and the Platform.
- "Process" or "Processing" shall include all means, operations and activities performed on data controlled and maintained by the Client, including Personal Information, that are defined as processing under the EU General Data Protection Regulation (GDPR).
- "Service" refers to collectively as the products, services and benefits provided by K16 and made available to Client and its Authorized Users via the Platform, as described in the Order Form.
- "Service Fee" refers to the price at which Client pays for each Service (or any portion thereof), as described in more detail in Section 6.
- "Students" refers to any individual enrolled in a course or program offered by Client whose data and other information, including Personal Information, is contained in Client Systems.
- "Support" refers to the applicable customer support of each Service provided to Client, as determined by K16 in its sole discretion.

- System Partner" refers to a Client that represents one or more entities named in the Order Form, whether through ownership, a consortium, an association or otherwise, for purposes of enabling such entities to receive the Service.
- "Term" refers to the meaning provided in Section 7 of this MSA.
- "Third-Party Partners" refers to affiliates or third-party vendors that K16 engages in connection with the MSA and which process data and information controlled and maintained by the Client, including Personal Information, on behalf of K16.

2. K16'S RESPONSIBILITIES

K16 must meet all K16 responsibilities set forth in this MSA, including without limitation, the following:

A. Provide the Service for use by Client and its Authorized Users, subject to the terms and conditions of this MSA.
B. Provide all upgrades and updates to the Platform that K16 provides to its customers generally for no additional charge.
C. Provide Support pursuant to this MSA.

3. CLIENT RESPONSIBILITIES

Client must meet all Client responsibilities set forth in this MSA, including without limitation, the following:

A. Ensure that all Authorized Users who are given access to the Platform comply with the terms of this MSA and any terms of use associated with a Service.
B. Obtain all required consents of any individuals whose Personal Information is processed by K16 or its agents or made available or accessible to K16 or its agents, through Client Systems.
C. Keep all passwords secure and confidential and notify K16 of any known or suspected unauthorized access to the Platform.
D. Provide access to and interaction with, to the extent reasonably required, all Client Systems reasonably required for K16 to provide the Service.

To the extent Client is acting as a System Partner, it shall (i) maintain a list of entities actively utilizing the Platform and, (ii) be responsible for the actions of such entities, including (a) ensuring the performance of all Client Responsibilities hereunder by each such entity and (b) paying all Fees on behalf of each such entity, to the extent set forth in the Order Form. By receiving access to the Platform, each entity that is represented by a System Partner named as the Client in the Order Form agrees to be individually responsible for complying with the terms of this MSA and paying all fees incurred by such entity, as if such entity was the Client named in the Order Form.

4. RIGHTS GRANTED

A. Subject to the terms of this MSA and only during the Term, Client is granted a limited, non exclusive, non-transferable right to use the Platform for the purpose of receiving the Service.
B. Subject to the terms of this MSA and only during the Term, K16 (and its Third-Party Partners) is granted a limited right to Process Client Data as a service provider and, in doing so, retain, use, disclose and otherwise Process Client Data solely for the purpose of providing the Service and for no other commercial purpose.

5. OWNERSHIP AND RESTRICTIONS

A. Nothing in this MSA shall operate as a transfer of any intellectual property developed by a Party prior to the execution of the Order Form.
B. Client retains all ownership and intellectual property rights to its trademarks and copyrights developed by Client and contained in any Client Systems.
C. Client retains all ownership of Client Data.

D. K16 is the sole owner of the Platform and all services, products, materials, data, content, APIs, enhancements, analysis, and reporting tools relating thereto; and all data processing and management systems or processes, including all tangible and intangible items, trade secrets, know-how, and all intellectual property rights pertaining thereto and pertaining to the Service (the "K16 IP").

E. K16 owns the aggregated and statistical data derived from the operation of the Service, including without limitation the number of records in the Service, the number and types of transactions, configurations and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting K16 from utilizing the Aggregated Data; provided, that K16's use of the Aggregated Data will not reveal any Personal Information.

F. Client shall not market, parcel, distribute, sell or otherwise communicate the K16 IP without the express written consent of K16.

G. Client shall not:
   a. Sell, rent, lease, lend, distribute or otherwise transfer or provide access to the Platform, the Service or any API to any person, firm or entity, except as expressly authorized in this MSA;
   b. Modify, adapt, alter or create derivative works from the Platform, the Service or any API or merge the Service or any subpart thereof (including proprietary markings) with other services or software;
   c. Remove or modify any markings or any notice of K16's proprietary rights in the Platform, the Service or any APIs;
   d. Cause or permit reverse engineering, disassembly or de-compilation of the Platform, the Service, or any K16 IP;
   e. Interfere or disrupt the integrity or performance of the Service;
   f. Attempt to gain unauthorized access to the Platform or its related systems or networks; or
   g. Introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Platform.

6. FEES; PAYMENT TERMS

Except as otherwise provided in the Order Form:

- **Service Fees** are fees payable by Client for each Service, as set forth in the Order Form. Fees will be assessed and invoiced at the MSA Effective Date and on each subsequent anniversary thereof, as applicable.
- **Additional Fees** are fees payable by Client for additional products or services (excluding Service Fees) in accordance with the Order Form. Additional Fees may be imposed for usage of Platform for purposes not directly covered by Order Form. Exports from Platform may be limited to 200 courses per year.

All payments of Fees will be due from Client within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Client are exclusive of, and Client shall pay, all sales, use, VAT, excise, withholding, and other taxes that may arise from its purchase and use of the Service. Except as set forth in this MSA, all fees are non-refundable. If any payment due to K16 is more than 30 days overdue, K16 has the right in its sole discretion, in addition to any other remedies under this MSA or pursuant to applicable law, to suspend each Service being provided under the Order Form without further notice to Client, until Client has paid the full balance owed.

7. TERM AND TERMINATION

This MSA shall be effective upon Client commencing on the MSA Effective Date and continuing for the term set forth in the Order Form and any renewal terms (the "Term"). In the event this MSA expires or is terminated for any reason, all rights to the Platform, including the Service, shall automatically terminate immediately.

K16 may terminate this MSA if Client or any Authorized User breaches this MSA and fails to remedy the same within 30 days after written notice of such breach is provided, if such breach iscapable of being remedied. In the event of termination under this paragraph, the associated Order Form shall be simultaneously terminated and no refund or partial refund of the Fees will be provided. Client shall be responsible for paying all Fees incurred on or prior to the termination date.

K16 may immediately suspend the Service and remove applicable Client Data if Client and/or its Authorized Users have violated a law or the terms of this MSA. K16 may try to contact Client in advance, but it is not required to do so, provided it informs Client of any actions taken under this Section as soon as reasonably possible thereafter.

Provisions that survive termination include those relating to warranty disclaimer, limitation of liability, and others which by their nature are intended to survive.

8. WARRANTIES AND DISCLAIMERS

Except for Scaffold Migration, K16 warrants that it will use commercially reasonable efforts to make each Service available with an annual uptime percentage (calculated on a monthly basis) of at least 99.9% ("Service Commitment"). In the event K16 does not meet the Service Commitment for two consecutive months, Client will be eligible to receive a service credit equal to fifty percent (50%) of 1/12th the annual Service Fee. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance, force majeure, or outages that result from any act, omission or technology issue caused by Client or an Authorized User. Client's sole and exclusive remedy for breach of the warranty in this Section shall be as set forth in this Section; provided that Client notifies K16 in writing of such claim within the applicable month Client becomes eligible or thirty (30) days thereafter.

K16 further warrants that the Platform will work in material compliance with its intended purpose. If there is a breach of the foregoing warranty, K16 shall, at K16's election, within thirty (30) days from the date Client notifies K16 of the non-conformance, (i) correct the nonconformance in the Platform so that it operates in accordance with its intended purpose; (ii) replace any non-conforming component of the Platform with component(s) that performs in accordance with its intended purpose; or (iii) in the event that K16 reasonably determines that neither of the foregoing is practicable, refund all Fees that Client has pre-paid to K16 for the non-conforming component of the Platform. The foregoing are Client's sole remedies and K16's exclusive obligations in connection with any non-conformance of the Platform during the term of this MSA.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS MSA, K16 EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. K16 MAKES NO WARRANTY THAT ACCESS TO THE PLATFORM AND USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE.

9. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, WHETHER UNDER THEORIES OF CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS OR BREACH OF A PARTY'S PROPRIETARY RIGHTS, EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS MSA (EXCLUSIVE OF FEES PAYABLE),

WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL FEES PAID TO K16 UNDER THIS MSA. CLIENT ACKNOWLEDGES THAT K16 IS NOT RESPONSIBLE FOR ANY THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

10. INDEMNIFICATION

The Parties shall indemnify and hold each other, including the respective party's officers, directors, agents, subcontractors and employees, harmless from any and all claims, losses, liabilities, damages, expenses, costs, including reasonable attorney's fees and court costs (individually, a "Claim" or collectively, "Claims") brought by a third party which arise from any negligence, willful misconduct or fraud by the other Party or any of its officers, directors, agents, subcontractors and employees, in performing services under this Agreement. The Party seeking indemnity under this Section 10 (the "Indemnified Party") shall notify the Party obligated to indemnify (the "Indemnifying Party") promptly after it discovers any Claim or Claims subject to the Indemnifying Party's indemnity obligation hereunder. The Indemnifying Party shall have the right to control the defense and any settlement of any such Claim or Claims, provided that it shall not bind the Indemnified Party to any such settlement without the Indemnified Party's prior written approval, not to be unreasonably withheld. The Indemnified Party shall cooperate reasonably, at the Indemnifying Party's expense, in defense of such Claim or Claims. The Indemnified Party shall have the right, at its own cost, to retain its own legal counsel in connection with a Claim or Claims, provided that the Indemnifying Party shall retain control over any defense as set forth above.

11. NONDISCLOSURE

By virtue of this MSA, the Parties may have access to confidential information that is disclosed hereunder by one party to another, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.

Each Party agrees not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence during the Term. K16 may disclose Confidential Information only to those employees, agents or subcontractors who require such Confidential Information in order for K16 to perform the Service hereunder. K16 shall ensure that any employees, agents or subcontractors that receive Confidential Information hereunder shall protect against its disclosure in a manner no less protective than under this MSA. Nothing shall prevent either Party from disclosing the terms under this MSA in any legal proceeding arising from or in connection with this MSA or disclosing the Confidential Information to a governmental entity as required by law.

Notwithstanding anything to the contrary, Client agrees that K16 may publicize Client's use of the Platform on its website and in its marketing materials.

12. USE OF LOGO AND TRADEMARKS

Client grants K16 a non-exclusive, non-transferable right to use during the term of this MSA, Client's name and logo within the Platform and on K16's marketing materials solely to (a) promote the Platform and (b) support Client and its Authorized Users in connection with the use of the Platform. K16 shall not use the Client name and logo in a manner that misrepresents Client's relationship with K16 or is otherwise misleading, or that reflects negatively on Client.

13. STUDENT PRIVACY

Each Party shall act in accordance with all applicable laws and regulations relating to the security and privacy of Personal Information of Authorized Users and Students. Client shall not provide to K16, either directly or via the Platform, any Personal Information of any Authorized User or Student without first obtaining the lawful consent of the individual from whom it received such Personal Information.

14. INDEPENDENT CONTRACTOR STATUS

K16 is an independent contractor, and the Parties agree that no partnership, joint venture, or agency relationship exists between the parties. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. The relationship between the Parties is not exclusive.

15. GOVERNING LAW.

This MSA is governed by the substantive and procedural laws of the state of organization of Client.

16. FORCE MAJEURE

Except for payments due, neither Party is liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, pandemic, epidemic, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. If a party asserts force majeure as an excuse for failure to perform the Party's obligation, then the non-performing Party must prove that the Party took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non excused obligations, and that the other Party was timely notified of the likelihood or actual occurrence of an event described herein.

17. NO THIRD-PARTY BENEFICIARIES

This MSA will inure to the benefit of and be binding upon the Parties and their respective successors and assigns; nothing in this MSA, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this MSA.

18. MISCELLANEOUS

Client agrees that this MSA and the information incorporated herein by written reference (including reference to information contained in a URL, exhibit or referenced policy) are the complete agreement of the Parties, and that this MSA supersedes all prior or contemporaneous agreements or representations, written or oral, regarding the subject matter hereof. If any term of this MSA is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this MSA. It is expressly agreed that the terms of this MSA shall supersede the terms in any purchase order or other non-K16 provided ordering document and no terms included in any such purchase order or other non-K16 provided ordering document shall apply. Except as otherwise expressly permitted herein, this MSA may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of Client and K16. Any notice required under this MSA shall be provided to the other party in writing (i) at the address set forth in the Order Form (if to Client) or (ii) at 3100 W Ray Road, Suite 201, Chandler, AZ 85226 (if to K16). Unless expressly permitted herein, Client may not assign this MSA or give or transfer the Service or an interest in them to another individual or entity. Each Party agrees to the usage and acceptance of electronic signatures for any documents requiring signature and approval as a part of receiving the Service.