

## Software Access Agreement

This Software Access Agreement ("**Agreement**") governs and controls: (a) any Order; and/or (b) any circumstances whereby UniHelper agrees to provide UniHelper's Services. Customer ("**Customer**") shall mean: (i) the party or parties identified in the applicable Order; or (ii) any party otherwise using UniHelper's Services) acknowledges and understands that this Agreement shall remain in full force and effect for the duration of Customer's Contract Period (as defined below) and as set forth in an applicable Order, and/or during any circumstances under which the Customer or the Customer's Authorized Users (as defined below) access the Services. This Agreement is in effect as of the date of execution or electronic submission of an applicable Order by Customer (the "**Effective Date**"). UniHelper and Customer may be referred to herein collectively as the "**Parties**", or individually as a "**Party**".

WHEREAS, UniHelper provides access to the Services (as defined below) to its customers;

WHEREAS, Customer desires to access the Services for the benefit of its Authorized Users (as defined below), and UniHelper desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, UniHelper acknowledges that if Customer is a state agency or entity, such as a public or state institution of academic and/or higher education, that certain state laws will apply and supersede the terms set forth in this Agreement, and that in such cases where local state law requires such application, such Section will be read as to comply with the applicable law.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions.

1.1. "**Access Credentials**" means any Authorized User's name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

1.2. "**Anonymized Aggregated Statistics**" means anonymized aggregate data and anonymized information related to Customer's use of the Services that is used by UniHelper to compile anonymized statistical and performance information related to the provision and operation of the Services. Once anonymized, Anonymized Aggregated Statistics shall not contain Personally Identifiable Information.

1.3. "**Authorized User**" means any person who is authorized and/or instructed by the Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement, as further described in Section 2.

1.4. "**Customer Data**" means, other than Anonymized Aggregated Statistics and Personally Identifiable Information, any data, information and/or other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services, or that incorporates or is derived from such information, data, or content by or through the Services.

1.7. **“Customer Systems”** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including learning management systems), networks, whether operated directly by Customer or through the use of third-party services.

1.8. **“Data Processing Agreement”** means the UniHelper data processing agreement, updated from time-to-time to be in compliance with applicable law, available at [unihelper.io/data-processing-agreement](https://unihelper.io/data-processing-agreement).

1.9. **“Documentation”** means UniHelper's user manuals, handbooks, guides, knowledgebase materials, and more relating to Customer's and its Authorized Users' use of the Services provided by UniHelper to Customer either electronically or in hard copy form.

1.10. **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services as intended by this Agreement.

1.11. **“UniHelper”** means, UniHelper ApS, a Danish private limited company, CVR: 39750007, with a principal place of business at Slotsgade 17B, 6200 Aabenraa, Denmark.

1.12. **“Order(s)”** means each UniHelper issued or hosted: (a) order form; (b) quotation; (c) estimate; (d) statement of work (as applicable); (e) invoice; and (f) online ordering platform, website, or submission; which sets forth the products and/or services, length of access, Fees, etc.

1.13. **“Personally Identifiable Information”** shall have the same meaning and definition as set forth in the applicable data privacy legislation, including, but not limited to, FERPA, the GDPR, or CCPA.

1.14. **“Privacy Policy”** means the UniHelper privacy policy, updated from time-to-time to be in compliance with applicable law, available at [unihelper.io/privacy-policy](https://unihelper.io/privacy-policy).

1.15. **“Services”** means UniHelper's cloud-based software-as-a-service offering.

## 2. **Access and Use.**

2.1. **Provision of Access.** Customer acknowledges and understands that this Agreement shall remain in full force and effect for the duration of the Customer's Contract Period (a Contract Period shall be set forth in an applicable Order) and/or during any circumstances under which the Customer or the Customer's Authorized Users access the Services. Subject to and conditioned on Customer's payment of the Fees and compliance with all terms and conditions of this Agreement (and other terms as may be applicable), UniHelper hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 14.6) right to access and use the Services during the Term for the applicable Contract Period(s) (as defined by Section 13.2 of this Agreement), solely for use by the Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's and its Authorized Users' internal educational use. UniHelper shall, to the extent applicable: (a) share with Customer the

necessary Access Credentials to allow Customer and its Authorized Users to access the Services through a Customer System; or (b) provide to a Customer's Authorized User the necessary Access Credentials to allow Customer's Authorized Users to access the Services. Except as expressly agreed to in writing by the Parties, and subject to any appropriate adjustment of Fees, the total number of Authorized Users will not exceed the number set forth in an applicable Order. Nothing in this Agreement shall obligate UniHelper to continue providing Customer with access to the Services beyond the date when UniHelper ceases providing such Services to users generally.

**2.1.1. Customer Systems.** By registering for the Services using (or otherwise granting access to) Customer Systems, including any Integrated Service, Customer agrees that UniHelper may connect to and access the Customer Systems' account information, and may store and use certain information already associated with the Customer Systems consistent with UniHelper's Privacy Policy and solely for the purpose of providing the Services. Customer agrees that any Customer System is a Third-Party Site (as defined below) and Customer and its Authorized Users are solely responsible for their interactions with the Customer Systems as a result of accessing the Services through the Customer Systems.

**2.1.2. Integrated Service.** UniHelper may permit Customer's Authorized Users to register for the Services through, or otherwise associate an Authorized User's UniHelper account with, certain third-party learning management systems (each an "**Integrated Service**"). By registering for the Services using (or connecting UniHelper to) an Integrated Service, Customer and its Authorized Users agree that UniHelper may access the Authorized User's Integrated Service's account information, and may store and use certain information already associated with the Integrated Service in a manner consistent with UniHelper's Privacy Policy. Customer and its Authorized Users may revoke UniHelper's access to any Integrated Service at any time by updating the appropriate account settings of the respective Integrated Service. Customer agrees that any Integrated Service is a Third-Party Site (as defined below), and Customer is solely responsible for its Authorized Users' interactions with, and compliance with the applicable terms and conditions of the Integrated Service as a result of accessing the Services through the Integrated Service. FOR THE AVOIDANCE OF DOUBT, UNIHESPER SHALL HAVE NO LIABILITY TO CUSTOMER OR ITS AUTHORIZED USERS FOR ANY BUGS, ERRORS, DOWNTIME, OR BREACHES OF PRIVACY OR SECURITY CAUSED BY CUSTOMER'S USE OF AN INTEGRATED SERVICE.

**2.1.3. International Use.** UniHelper may host and support the Services from multiple locations around the world, and you consent to the collection, transmission, use, storage, and processing of content and data (including Personally Identifiable Information) in these locations and manner set forth in UniHelper's Privacy Policy and as set forth, if applicable, in UniHelper's Data Processing Agreement. Customer agrees to comply, and is solely responsible for ensuring compliance, with all local laws, regulations, and rules in the jurisdiction in which Customer resides and its Authorized Users access the Services, if and to the extent local laws are applicable to use of the Services. The right to access and use the Services will not be granted in jurisdictions, if any, where it may be prohibited, or where Customer's and its Authorized User's use would render UniHelper in violation of any applicable laws or regulations, including, but not limited to, any applicable privacy laws and export control laws as is further described in Section 14.7.

**2.2. Use Restrictions.** Customer agrees to notify its Authorized Users of the limitations set forth in this Agreement and shall undertake commercially reasonable efforts to ensure its Authorized Users comply with the use restrictions set out in this Section 2.2. Customer shall not use the Services for any purpose beyond the scope of the access granted in this Agreement. Unless otherwise permitted in this Agreement, or required by applicable law, Customer shall not, at any time, directly or indirectly:

- 2.2.1. Edit, alter, abridge, or otherwise change in any manner the content of, or to copy, modify, or create derivative works of, the Services in whole or in part;
- 2.2.2. Rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services to any parties other than its Authorized Users;
- 2.2.3. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part;
- 2.2.4. Remove, delete, alter, or obscure any copyright, trademark, or other proprietary notices from the Services;
- 2.2.5. Bypass or breach any security device or protection used by the Services;
- 2.2.6. Access or use the Services, other than by an Authorized User through the use of the Authorized User's then-valid Access Credentials;
- 2.2.7. Input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 2.2.8. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, or UniHelper's provision of services to any third-party, in whole or in part;
- 2.2.9. Access or use the Services for purposes of competitive analysis of the Services, including, but not limited to, the development, provision, or use of a competing software service or product, or any other purpose that is to UniHelper's detriment or commercial disadvantage;
- 2.2.10. Use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or violates any applicable law; or
- 2.2.11. Make available any part of the Services in any medium on any third-party service or public forum (e.g., YouTube®, Quizlet®, etc.) in violation of this Agreement and the intellectual property rights protected herein.

2.3. **Reservation of Rights.** UniHelper reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer, or any third-party, any intellectual property rights or other right, title, or interest in or to the Services.

2.4. **Suspension.** Notwithstanding anything to the contrary in this Agreement, UniHelper may temporarily or fully suspend Customer's and any Authorized User's access to any portion or all of the Services if: (a) UniHelper reasonably determines that: (i) there is a threat or attack on any of the Services; (ii) Customer's, or any Authorized User's, use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of UniHelper; (iii) Customer, or any Authorized User, is using the Services for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation,

dissolution, or similar proceeding; or (v) UniHelper's provision of the Services to Customer, or any Authorized User, is prohibited by applicable law; (b) any vendor of UniHelper has suspended or terminated UniHelper's access to or use of any third-party services or products required to enable Customer to access the Services; or (c) Customer's failure to pay any Fees in accordance with Section 5 (any such suspension described in Section 5 ("**Service Suspension**"). UniHelper shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. UniHelper shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. UniHelper will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer, or any Authorized User, may incur as a result of a Service Suspension.

2.5. **Anonymized Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, and to the extent not prohibited by applicable law, UniHelper shall have the right to collect and analyze data and other information (excluding Personally Identifiable Information), in an aggregated and anonymized manner, to compile statistical and performance information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies. UniHelper may (during and after the Term): (a) use the Anonymized Aggregated Statistics to improve and enhance the Services, for other development purposes in connection with the Services, and any other present and future UniHelper offerings; and (b) to the extent not prohibited by applicable law, make Anonymized Aggregated Statistics publicly available.

### 3. **Customer Responsibilities.**

3.1. **General.** Where not prohibited by applicable law, Customer is responsible and liable for all uses of the Services by Customer and its Authorized Users resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, and where not prohibited by applicable law, Customer is responsible for using commercially reasonable efforts to ensure its Authorized Users access and use the services in a manner compliant with the terms of this Agreement, and any failure by Customer to use such efforts would constitute a breach of this Agreement. Customer shall use reasonable efforts to make all Authorized Users aware of the terms and conditions of this Agreement as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such terms and conditions. Customer shall be responsible for obtaining, maintaining, and securing any Customer Systems, including, but not limited to, any Customer or Authorized User account, passwords (including, but not limited to, administrative and user passwords) and files, and for all uses of the Customer's or its Authorized User's account or the Customer Systems.

3.2. **Equipment.** To operate the Services on any laptop, desktop, or tablet, the hardware and software requirements set forth at [unihelper.io/post/unihelper-io-hardware-and-software-requirements](https://unihelper.io/post/unihelper-io-hardware-and-software-requirements) must be utilized ("**Equipment**"). The acquisition, provision, and maintenance of the Equipment is Customer's and/or its Authorized User's sole responsibility. Customer expressly waives any claims against UniHelper that may arise if Customer or its Authorized User cannot or does not meet the equipment requirements necessary to use the Services. Any such equipment is subject to the equipment manufacturer's warranty. Notwithstanding any terms set out in this Agreement, all warranties for Equipment are provided by the Equipment manufacturers. UNIHESPER SHALL NOT PROVIDE ANY SUPPORT NECESSITATED BY, AND DISCLAIMS ALL LOSSES AND/OR DAMAGES ARISING IN CONNECTION

WITH, DATA CORRUPTION, DISRUPTION, OR MODIFICATION OF THE SERVICES CAUSED BY ANY CUSTOMER OR AUTHORIZED USER'S EQUIPMENT OR OTHER THIRD-PARTY EQUIPMENT, SOFTWARE, OR INTERFACES.

4. **Service Levels and Support.** Subject to the terms and conditions of this Agreement, UniHelper shall use commercially reasonable efforts to make the Services available in accordance with the service levels, and provide the technical support, set out below:

4.1. **Support Hours.** UniHelper's support services are available during the following hours: 2:00 AM to 9:00 PM (Eastern Time) ("**Regular Support Hours**"). UniHelper has limited to no availability on weekends and holidays.

4.2. **Support Response Time.** If received during Regular Support Hours, UniHelper will implement reasonable measures to respond to all inquiries within one (1) hour of receipt. If Customer requests are urgent or fall outside these hours, UniHelper will attempt to respond as soon as reasonably possible.

4.3. **Uptime Goal.** UniHelper's Services uptime goal is 99.9%. All deployments can be completed without downtime.

5. **Fees and Payment.**

5.1. **Fees.** Unless otherwise set forth in an applicable Order, including purchases made through an authorized UniHelper reseller or approved Customer billing agent, Customer shall pay to UniHelper all undisputed fees ("**Fees**") as set forth in an applicable Order.

5.2. **Failure to Make Payment.** If Customer fails to make any non-disputed payment over fifteen (15) days when due in accordance with an applicable Order, without limiting UniHelper's other rights and remedies, UniHelper may suspend Customer's and its Authorized Users' access without notice to any portion or all of the Services until such amounts are paid in full.

5.3. **All Amounts Due.** Other than any deduction, withholding of tax, or as may otherwise be required by applicable law, all amounts payable to UniHelper under this Agreement shall be paid to UniHelper in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

5.4. **Fee Increases.** To the extent not expressly prohibited by applicable law, UniHelper may increase the Fees applicable to any Renewal Contract Period purchased by Customer.

5.5. **Credits and Refunds.** Except as otherwise explicitly set out in this Agreement, no cancellation, credit, roll over, or refund of any Fees paid to UniHelper shall be provided. For the avoidance of doubt, and without limiting the generality of the foregoing, UniHelper shall not provide cancellation, credit, roll over, or refunds of any Fees paid by Customer to UniHelper should fewer Authorized Users access the Services than the number of Authorized Users set out in, and paid for in accordance with, the applicable Order.

5.6. **Taxes.** Except as otherwise required by applicable law: (a) all Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments; and (b) Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any

kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on UniHelper's income.

**5.7. Auditing Rights; Required Records; and Exceeding Authorized User Quantity.** The Parties agree to maintain complete and accurate records, in accordance with generally accepted accounting principles during the Term and for a period of one (1) year after the termination or expiration of this Agreement, with respect to matters necessary for accurately determining amounts due hereunder. During such time, UniHelper may, at its own expense, without prior written notice, and at least once per calendar quarter, remotely inspect and audit Customer's records with respect to matters necessary for accurately determining amounts due hereunder. Provided, however, that if such inspection and audit reveal that:

5.7.1. Customer has underpaid UniHelper with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, based on the pricing in the applicable Order(s) for which underpayment was made. Should the Customer exceed the total number of Authorized Users set out in any applicable Order, Customer shall pay to UniHelper, per each Authorized User in excess of the quantity set out in the applicable Order, a fee equal to the per-user fee set out in the applicable Order or at the then-current list price (determined in UniHelper's sole discretion). For the avoidance of doubt:

5.7.1.1. Only an invoice will be issued to Customer to fulfill its payment obligation under this Section 5.7.1.

5.7.1.2. UniHelper is not obligated to permit Customer to exceed its Authorized User quantity as noted in Section 5.7.1, and UniHelper may use, in accordance with applicable law, all technical and other safeguards to prevent Customer from exceeding its Authorized User quantity in accordance with an applicable Order.

5.7.2. Customer has overpaid UniHelper with respect to any amounts due and payable during the Term, UniHelper shall refund Customer within thirty (30) days of UniHelper becoming aware or notified of such overpayment by Customer.

## **6. Confidential Information.**

6.1. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including, but not limited to, information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

6.2. **Exclusions.** Confidential Information DOES NOT INCLUDE PERSONALLY IDENTIFIABLE INFORMATION (the confidentiality and security of which is addressed in Section 8 of this Agreement) or information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its employees',

agents', or consultants' ("**Representatives**") or Authorized Users' (as applicable) noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third-party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

**6.3. Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall, during the Term and for a period of three (3) years thereafter:

6.3.1. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under, and in accordance with, this Agreement;

6.3.2. Except as may be permitted by, and subject to its compliance with, this Section 6, not disclose or permit access to Confidential Information other than to its Authorized Users and Representatives who: (a) need to know such Confidential Information for the purposes of the Receiving Party's exercise of its rights or performance of its obligations under, and in accordance with, this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 6; and (c) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 6;

6.3.3. Safeguard Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its similar confidential information, but in no event less than a reasonable degree of care;

6.3.4. Promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information, and take all reasonable steps to cooperate with the Disclosing Party to prevent further unauthorized use or disclosure; and

6.3.5. Ensure its Authorized Users' and Representatives' compliance with, and be responsible and liable for, any of its Authorized Users' or Representatives' non-compliance with, the terms of this Section 6 as though such non-compliance was that of the Customer directly.

6.4. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 6 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws (other than as a result of any act or omission of the Receiving Party or any of its Authorized Users or Representatives).

**6.5. Compelled Disclosures.** If the Receiving Party or any of its Authorized Users or Representatives is compelled by applicable law (should the Customer be located in the United States, such applicable law shall include, but not be limited to, applicable freedom of information laws in the United States) to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights thereto; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this



Section 6.5, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

## **7. Data Privacy.**

**7.1. General.** UniHelper will ensure that the Services comply with, and are performed in compliance with, applicable privacy and data protection laws, rules, and regulations, and in accordance with UniHelper's Privacy Policy. Specifically, if UniHelper processes Personally Identifiable Information of Authorized Users who reside in jurisdictions with applicable privacy and data protection laws, rules, and regulations, UniHelper will cooperate with Customer to comply with such laws, rules, and regulations in accordance with its Privacy Policy. At Customer's written request, and if required by applicable law, the Parties agree to enter into UniHelper's Data Processing Agreement.

**7.2. FERPA and Educational Records.** THIS SECTION 7.2 SHALL APPLY ONLY WHERE CUSTOMER IS LOCATED IN THE UNITED STATES OF AMERICA OR A TERRITORY OR JURISDICTION THEREOF. Where Customer is located in the United States of America or a territory or jurisdiction thereof, the Parties acknowledge that: (a) Customer or Customer's Authorized Users (pursuant to this Agreement and its use of the Services) may share Personally Identifiable Information from Education Records, as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), that are subject to FERPA ("**FERPA Records**"); and (b) to the extent that Customer shares FERPA Records with UniHelper, UniHelper will be considered a "School Official" with "legitimate educational interests" (as those terms are used in FERPA and its implementing regulations), and will comply with FERPA accordingly. To the extent applicable, UniHelper will comply with FERPA and will not access or make any disclosures of FERPA Records or Personally Identifiable Information to third parties without prior written notice to, and consent from, Customer, or as otherwise required by applicable law. Exclusive of any written agreement, Personally Identifiable Information and Education Records shall remain the exclusive property of the Customer and subject to the restrictions of FERPA, and Customer may disclose Personally Identifiable Information of students, as that term is defined under FERPA, to UniHelper for limited use in connection with providing the Services. UniHelper will not disclose student Personally Identifiable Information to third parties or use it for any purpose other than performing its obligations hereunder.

**7.3. COPPA Compliance.** THIS SECTION 7.3 SHALL APPLY ONLY WHERE CUSTOMER IS LOCATED IN THE UNITED STATES OF AMERICA OR A TERRITORY OR JURISDICTION THEREOF. Where the Customer is located in the United States of America or a territory or jurisdiction thereof, if Customer allows Authorized Users under the age of thirteen (13) to use the Services, Customer consents on behalf of such Authorized Users, as required under the Children's Online Privacy Protection Act ("**COPPA**"), to the collection and use of such Authorized Users' personal information in the Services.

**7.4. Parental Consent.** Where required by applicable law, Customer will obtain parental consent for the collection and use of Personally Identifiable Information, of Authorized Users under the applicable age of majority in Customer's jurisdiction, in the Services that Customer allows Authorized Users to access before allowing any Authorized Users under the applicable age of majority in Authorized User's jurisdiction, to use those services. As applicable, Customer assumes sole responsibility (and hereby agrees that UniHelper is not responsible) for providing appropriate notices and disclosures to, and

obtaining any consents required from, parents or guardians of Authorized Users using the Services and their parents regarding such Authorized User's use of the Services and UniHelper's Privacy Policy.

7.5. **No Waiver.** UniHelper will not require any Authorized Users to waive any privacy rights under applicable law (including, but not limited to, under FERPA, the GDPR, or CCPA/CPRA) as a condition for receipt of any educational services, and any attempt to do so will be void.

## 8. **Security.**

8.1. **UniHelper's Obligations.** UniHelper will employ commercially reasonable security measures (including, but not limited to, password protection and encryption) that are intended to prevent access by unauthorized persons to the Services, Customer Data, and/or Customer and Authorized User Personally Identifiable Information. UniHelper will establish and maintain such other commercially reasonable safeguards (including, but not limited to, virus protection safeguards) against the destruction, loss, or alteration of the Services and other Customer Data and Customer and Authorized User Personally Identifiable Information. UniHelper or its agents will utilize security systems for the Services that provide notification in the event of, but not limited to, fire, improper entry, and environmental systems failure. Upon UniHelper's (or its agent's) discovery of any security breach, intrusion, or other event giving rise to the actual or potential unauthorized access, destruction, loss, or alteration of Customer Data, and/or Customer and Authorized User Personally Identifiable Information, UniHelper shall notify Customer thereof without undue delay, and in any event in accordance with applicable law, and shall take such commercially reasonable action as may be appropriate to halt such unauthorized access, destruction, loss, or alteration.

8.2. **Customer Control and Responsibility.** Customer has, and will retain, sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent.

8.3. **Customer Access.** Customer shall employ, and is responsible for its Authorized Users compliance with, all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

## 9. **Intellectual Property Ownership.**

9.1. **UniHelper Intellectual Property Rights.** Customer acknowledges that in providing the Services, the Services and Documentation are covered by intellectual property rights owned or licensed by UniHelper. Other than as expressly set forth in this Agreement, no license or other rights in the UniHelper Materials are granted to Customer, and all such rights are hereby expressly reserved. All right, title, and interest in and to the UniHelper Materials, including all intellectual property rights therein, are and will remain with UniHelper and, with respect to Third-Party Software, the applicable third-party licensors own all right, title, and interest, including all intellectual property rights therein. Customer obtains no right, license, or authorization with respect to any of the Services except as expressly set forth

in Section 2.1 or the applicable Third-Party Software license. All other rights in and to the Services are expressly reserved by UniHelper. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to UniHelper an assignment of all right, title, and interest in and to the Anonymized Aggregated Statistics.

9.2. **Customer Data.** UniHelper acknowledges that, as between UniHelper and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, excluding any Community Scenario that it has developed. Customer hereby grants to UniHelper: (a) during the Term, a non-exclusive, royalty-free, worldwide, in accordance with the terms of this Agreement and UniHelper's Privacy Policy, license to reproduce, distribute, and otherwise use and display the Customer Data, and perform all acts with respect to the Customer Data as may be necessary, and solely for the purpose of providing the Services to Customer and its Authorized Users; and (b) an exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display the Community Scenario.

## 10. **Representations, Warranties and Warranty Disclaimer.**

10.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

10.1.1. It is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

10.1.2. It has the full right, power, and authority to enter into and perform its obligations, and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

10.1.3. The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

10.1.4. Upon execution and delivery of an Order by Customer, this Agreement will constitute the legal, valid, and binding obligation of the Parties, enforceable against by each Party in accordance with its terms.

10.2. **Customer Representations and Warranties.** Customer represents and warrants to UniHelper that Customer owns, or otherwise has and will have the necessary rights and consents in and relating to, the Customer Data and Personally Identifiable Information so that, as received and used by UniHelper in accordance with this Agreement, the Customer Data and Personally Identifiable Information, do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy rights, including but not limited to those under the GDPR, FERPA, or COPPA, or any other rights of any third-party, or violate any applicable Law.

10.3. **UniHelper's Limited Warranty.** UNIHESPER REPRESENTS AND WARRANTS THAT THE SERVICES WILL CONFORM IN ALL MATERIAL RESPECTS TO THIS AGREEMENT WHEN ACCESSED AND USED IN ACCORDANCE WITH THIS AGREEMENT. UNIHESPER DOES NOT MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING UPTIME OR AVAILABILITY OF THE SERVICES UNLESS SPECIFICALLY IDENTIFIED IN SECTION 4. THE REMEDIES SET FORTH IN UNIHESPER'S SERVICE LEVEL AGREEMENT ARE CUSTOMER'S SOLE REMEDIES AND UNIHESPER'S SOLE LIABILITY UNDER THE LIMITED WARRANTY SET FORTH IN THIS

SECTION 10.3. THE FOREGOING WARRANTY DOES NOT APPLY, AND UNIHESPER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY STANDALONE THIRD-PARTY SOFTWARE.

10.4. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.3, ACCESS TO THE SERVICES IS PROVIDED "AS IS" AND UNIHESPER HEREBY DISCLAIMS ALL GUARANTEES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. UNIHESPER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES WITH RESPECT TO THE SERVICES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.3, UNIHESPER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## **11. Restitution.**

### **11.1. UniHelper's Obligations.**

11.1.1. UniHelper shall indemnify and defend Customer from and against any and all third-party claims for losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third-party's intellectual property rights, including, but not limited to, patents, trademarks, copyrights, or trade secrets. SECTION 11.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND UNIHESPER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

11.1.2. If such a Claim is made or appears possible, Customer agrees to permit UniHelper, at UniHelper's sole discretion, to: (a) modify or replace the Services, or component or part thereof, to make it non-infringing; (b) obtain the right for Customer to continue its use; or (c) if UniHelper determines that neither (a) or (b) is commercially reasonable, UniHelper may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately upon written notice to Customer, and provide Customer a prorated refund for any remaining Contract Period as of the effective date of UniHelper's termination in accordance with this Section 11.1.2.

11.1.3. Section 11.1 will not apply to the extent that the alleged infringement or misappropriation arises from: (a) Customer's or Customer's Authorized User's use of the Services in combination with data, software, hardware, equipment, or technology not provided by UniHelper, authorized by UniHelper in writing, or its continued use of the Services after UniHelper notifies Customer of any alleged or actual infringement or misappropriation; (b) modifications to the Services not made by UniHelper; (c) Customer Data; or (d) Customer Systems.

11.2. **Customer's Obligations.** To the extent not expressly prohibited by applicable law, Customer shall be liable for any Losses resulting from any Claim incurred by UniHelper: (a) from Customer's or its Authorized Users' or Representatives' gross negligence or more culpable act or omission (including recklessness or willful misconduct); (b) that the Customer Data, any use or processing of the Customer Data in accordance with this Agreement, or any permissible changes to the Services as provided for hereunder, including but not limited to Customer Created Content, infringes or misappropriates any

third-party's intellectual property rights including, but not limited to, patents, trademarks, copyrights, or trade secrets; (c) that Customer's use of the Services, in any way, is used in a manner which violates any law or regulation, including, but not limited to, anti-discrimination; (d) from Customer's or its Authorized User's use of the Services in combination with: (i) Customer's use of the Services in combination with data, software, hardware, equipment, or technology not provided by UniHelper, or authorized by UniHelper in writing; (ii) modifications to the Services not made by UniHelper, including the creation and use of new survey questions; (iii) Customer Data or Customer and/or Authorized User Personally Identifiable Information; or (iv) Customer Systems; or (e) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including UniHelper's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by UniHelper.

**11.3. Claim Procedure.** To the extent not expressly prohibited by applicable law, each Party shall promptly notify the other in writing of any Claim for which such Party believes it is entitled to be indemnified or is liable pursuant to Section 11.1 or Section 11.2, as applicable. The Party seeking restitution (the **"Claimant"**) shall reasonably cooperate with the other Party (the **"Defender"**) at the Defender's sole cost and expense. The Defender shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Defender's sole cost and expense. The Claimant may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Defender shall not settle any Claim on any terms or in any manner that adversely affects the rights of any Claimant without the Claimant's prior written consent, which shall not be unreasonably withheld or delayed. If the Defender fails or refuses to assume control of the defense of such Claim, the Claimant shall have the right, but no obligation, to defend against such Claim, including settling such Claim after giving written notice to the Defender, in each case in such manner and on such terms as the Claimant may deem appropriate. The Claimant's failure to perform any obligations under this Section 11.3 will not relieve the Defender of its obligations under this Section 11, except to the extent that the Defender can demonstrate that it has been materially prejudiced because of such failure.

## **12. Limitations of Liability.**

**12.1. General.** TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER, OR IN CONNECTION WITH, THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR A PARTY'S RESTITUTION OBLIGATIONS UNDER SECTION 12, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID (OR PAYABLE) BY CUSTOMER TO UNIHESPER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR THE AVOIDANCE OF DOUBT, IF ANY APPLICABLE LAW OR AUTHORITY HOLDS ANY PORTION OF THIS SECTION 12.1 TO BE

UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW.

**12.2. Liability Under Data Privacy Laws.** The Parties' liability for damage suffered by a data subject or other natural persons which is due to a violation of data privacy laws, including, but not limited to, the General Data Protection Act (Regulation 2016/679) and or regulations that implement the General Data Protection Act, will follow the provisions of the applicable data privacy law. For example, the limitation of liability in Section 12.1 does not apply to liability arising from article 82 of the General Data Protection Act.

### **13. Term and Termination.**

**13.1. Term.** This Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement express provisions, will continue in effect until such time that no Orders are active and all Contract Periods have expired or been terminated ("**Term**").

**13.2. Contract Period.** As set out in an applicable Order, the "**Contract Period**" and "**Renewal Contract Period**" (individually, and collectively) is the period that Customer and its Authorized Users will be granted access and use of the Services in accordance with the terms of this Agreement. Any per-use access which has not been used during the Contract Period or Renewal Contract Period will expire and will not be refunded, rolled over, or be credited towards, any subsequent Renewal Contract Period.

**13.3. Termination.** In addition to any other express termination right set forth in this Agreement:

**13.3.1.** UniHelper may terminate an applicable Order, and this Agreement (if there are no other active Orders), effective upon written notice to Customer, if Customer: (a) fails to pay any amount when due under such Order, and such failure continues more than fifteen (15) days after UniHelper's delivery of written notice thereof; or (b) breaches any of its obligations under Section 2 or Section 9.

**13.3.2.** Either Party may terminate an applicable Order, and this Agreement (if there are no other active Orders), effective on written notice to the other Party, if the other Party materially breaches this Agreement (except for breaches subject to the terms of Section 4), and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. In the event of Customer's termination due to UniHelper's uncured breach, Customer will receive a prorated refund of any prepaid but unused Fees from the effective date of termination through the end of the applicable Contract Period.

**13.3.3.** Either Party may terminate any and all Orders and this Agreement, effective immediately, upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**13.4. Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement: (a) Customer shall immediately discontinue use of the Services and, without limiting Customer's

obligations under Section 6 and Section 7, Customer shall delete, destroy, or return all copies of the UniHelper Materials and certify in writing to UniHelper that the UniHelper Materials have been deleted or destroyed; (b) UniHelper will promptly return, delete, or destroy all Customer Data it is not otherwise legally required or permitted to maintain; and (c) UniHelper will return, delete, or destroy all Customer Personally Identifiable Information in accordance with applicable law. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, nor, except as expressly provided for in Section 13.3.2, entitle Customer to any refund.

#### 14. **Miscellaneous.**

14.1. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a **"Notice"**) must be in writing and addressed to the other Party at the addresses set forth above (or to such other address that may be designated by the Party giving Notice from time-to-time in accordance with this Section 14.1). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or via email attachment (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 14.1.

14.2. **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under any Order and this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, epidemic or pandemic, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (each a **"Force Majeure Event"**), and so long as the Party provides prompt Notice to the other Party, then such Party's obligations hereunder will be extended for the period of time of such Force Majeure Event.

14.3. **Amendment and Modification; Waiver.** No amendment to, or modification of, any Order or this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.4. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to implement their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

#### 14.5. **Governing Law, Jurisdiction, Mediation, and Arbitration; Class Waiver.**

14.5.1. The rights and obligations of the Parties under this Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods, but instead shall be governed by and construed under the laws of, without regard to its conflict of laws rules:

14.5.1.1. To the extent that applicable local law prevents certain Claims from being resolved in the applicable court set forth in Section 14.5.1.2 or Section 14.5.1.3, then Customer may file such Claim in its local courts. Likewise, if applicable local law prevents Customer's local court from applying the governing law as set forth in Section 14.5.1.2 or Section 14.5.1.3, as applicable, to resolve such Claim, then such Claim will be governed by the applicable local laws of Customer's country, state, or other place of residence as applicable.

14.5.1.2. To the extent not required by Section 14.5.1.1, if the Customer is in the United Kingdom, then the laws of England and Wales, United Kingdom with such Claims to be resolved solely in the appropriate courts of England, United Kingdom and the Parties hereby expressly consent to such jurisdiction, forum, and venue of such courts; or

14.5.1.3. To the extent not required by Section 14.5.1.1, if Customer is outside of the United Kingdom, then the laws of Denmark, with such Claims to be resolved solely in the appropriate courts of Copenhagen, Denmark and the Parties hereby expressly consent to such jurisdiction, forum, and venue of such courts.

14.5.2. In the event of any Claim arising out of this Agreement, the Parties must first escalate the Claim to members of their respective senior management team, and such personnel shall negotiate in good faith to attempt to resolve the dispute for a minimum of thirty (30) days.

14.5.3. Notwithstanding the foregoing, each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 and Section 7 or, in the case of Customer, Section 2.2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy, and each Party agrees that, in the event of such breach or threatened breach, the other Party will be entitled, prior to any request for mediation, to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.6. **Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of UniHelper. Any purported assignment or delegation in violation of this Section will be null and void. In the event of assignment by UniHelper, upon Notice thereof to Customer, Customer shall have the one-time right to terminate all Orders and this Agreement within thirty (30) days of receipt of such Notice with no further liability hereunder, and receive a prorated refund of any prepaid Fees from the effective date of such termination through the end of the applicable Contract Period(s). No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.



14.7. **Export Regulation.** The Parties shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the European Union, United Kingdom, Canada, and United States of America.

14.8. **Relationship of the Parties.** This Agreement shall not be construed as creating any agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the Parties. The Parties shall at all times be and remain independent contractors. Except as expressly agreed to by the Parties in writing or in this Agreement, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party, or to bind the other Party in any respect whatsoever.

14.9. **Binding Effect and Third-Party Beneficiaries.** Except if specifically stated in this Agreement, neither Party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other Party. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14.10. **Public Announcements.** Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Provided, however, that in the event Customer is a public institution, that UniHelper may, without Customer's prior written consent, include Customer's name solely in its "matter-of-fact" lists of UniHelper's current or former customers of UniHelper in promotional, marketing, and other materials, but, for the avoidance of doubt, such use shall not make an inference of any endorsement unless Customer's prior written consent is obtained.

15.11. **Nondiscrimination.** The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders (where applicable) governing equal employment opportunity, immigration, and nondiscrimination as may be amended from time-to-time.

15.12. **Accessibility of the Services.** UniHelper agrees to use reasonable commercial efforts to provide the Services in an accessible manner as described at: <https://www.unihelper.io/accessibility>, which may be updated from time-to-time. There may, however, be certain features which enable an Authorized User to create or manipulate content, and for the avoidance of doubt, such content may not be accessible unless performed in accordance with UniHelper guidelines. Notwithstanding the foregoing, UniHelper shall have no responsibility for any content added or modified by an Authorized User which no longer complies with the accessibility provisions herein.

14.13. **No Rule of Strict Construction.** This Agreement will be deemed jointly chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against either Party. No provision of this Agreement will be interpreted in favor of, or against, either of the Parties by reason of such Party having drafted such provision or this Agreement.

14.14. **Titles and Headings; Clerical Errors.** The title and section headings of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. Clerical errors are subject to correction by mutual agreement of the Parties.

14.15. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral. In the event of any inconsistency between the statements made in the body of this Agreement and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, including any other documents referenced herein; and (b) second, any Order. For the avoidance of doubt, no other documents provided by the Customer in relation to its purchase and use hereunder or with any Order, such as a purchase order, which is used for administrative purposes only, or its purchase terms and conditions or addendums, will have any effect and will be null and void.

14.16. **Survival.** All provisions of this Agreement which, by their nature and context, impose continuing obligations on a Party or both Parties shall survive any termination or expiration of this Agreement.