

Anthology Master Agreement for All Products and Services

The terms contained herein (the “**Master Agreement**”) and any accompanying Anthology ordering document (an “**Order Form**”), or the acceptance by Anthology of an acknowledgement form or purchase order form referencing an Order Form incorporating these terms form the entire agreement (“**Agreement**”) between the entity listed in any Order Form (hereafter, “**Customer**” or “**you**”) and the Anthology entity listed in any Order Form (hereafter, “**we**”, “**us**” or “**Anthology**”), with respect to the products and/or services listed in any Order Form (“**Products and Services**”).¹

1. APPLICABILITY OF THIS MASTER AGREEMENT

This Agreement governs: (a) your rights to access and use software licensed on a term basis (“**Software**”); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term (“**SaaS Services**”); and (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive other than Student Support Services (“**Support**”);

2. RIGHTS OF ACCESS AND USE.

2.1 License to Use SaaS Services. With respect to SaaS Services, for the Term (as defined in Section 9.1), we grant you a non-exclusive, non-transferable, non-sublicensable license to access and use the SaaS Services made available by Anthology to you on a remote-access, subscription basis via the Internet solely in support of your operations.

2.2 License to Use Software Provided on a Term Basis. With respect to Software, for the Term, we grant you a non-exclusive, non-transferable, non-sublicensable, license to use the Software on a Designated Configuration solely in support of your operations. A “**Designated Configuration**” shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

2.3 Ancillary Programs. You are hereby granted rights to use the applicable third party software delivered with the Products and Services and any related documentation (“**Ancillary Programs**”), subject to all other limitations and conditions herein. To the extent available, we will pass through all warranties and remedies provided by such third party software provider(s). We reserve the right to replace Ancillary Programs with substantially similar products, at our expense. All license restrictions, Customer restrictions on uses, termination rights, Customer security, data privacy and applicable law compliance obligations, intellectual property protections, disclaimers and limitations herein shall apply to the Ancillary Programs. This Agreement does not grant any rights to copy, modify, or distribute the Ancillary Programs.

2.4 Authorized Users. You agree to only grant access to the SaaS Services, and/or Software to those individuals defined in the Terms Applicable to Specific Products and Services, below (“**Authorized Users**”). Unless otherwise stated in the Terms Applicable to Specific Products and Services, below, Authorized Users shall include Customer’s employees, agents, other representatives, and/or active students, to whom Customer has granted user identification credentials and a password, as may be required to access and use the Products and/or Services, in accordance with the terms of this Agreement.

2.5 License Restrictions. You may not use the Software, or SaaS Services beyond the usage, storage or other applicable limitations set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not: (i) permit any third-party to install, configure, access, use or copy all or any portion of the Software, , or SaaS Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the SaaS Services, or Software except as expressly permitted by applicable law, rule or regulation (“**Law**”); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the SaaS Services or Software; (iv) use the SaaS Services, or Software to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the SaaS Services, or Software; or (vi) use the SaaS Services, or Software in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the SaaS Services, or Software are hosted (including where such use interferes with any other customer’s use thereof).

2.6 Delivery. Delivery shall be deemed complete when Anthology notifies you that you have the ability to access the Software, or SaaS Services.

3. SUPPORT, SERVICE LEVEL AGREEMENTS, AND OVERAGES

If you license or are otherwise eligible to receive Support, or are eligible for service level agreements, or you exceed contract limits, such Support (or service level or overage rate, as applicable) will be provided as described in the Anthology Customer Support Services Guide (“**Services Guide**”), service level agreement, overages and/or specifications document located at <https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB0o>, <https://www.anthology.com/agreements/anthology-client-support-services-guides> and <https://www.anthology.com/agreements/campus-effectiveness-software> for the relevant Products and Services. As stated in these service level agreements or other Customer Support documents, overages may be charged for additional

¹ If you have previously purchased products and/or services with Anthology, unless expressly stated in the Order Form of this Agreement, your prior agreement(s) governing such products and/or services shall continue in effect with regard to such products and/or services, and this Agreement shall govern the Products and Services reflected in the Order Form of this Agreement.

Customer usage beyond the applicable limitations, and for additional storage and/or bandwidth needed to support excess Customer usage. Our failure to satisfy a service level shall not be a breach of this Agreement and your sole and exclusive remedy (if any) in such event shall be as expressly set forth in the applicable service level agreement. With respect to SaaS Services, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available during the Term. We reserve the right to discontinue, change, or deprecate the Products and Services or change or remove features or functionality of the Products and Services from time to time for any reason, but in such event we will notify you and, as Customer's sole and exclusive remedy, Anthology shall provide a pro rata refund for any unused portion of the Products and Services, as applicable. Subject to our commitments in the DPA referenced in Section 5 below, we may, in our sole discretion (i) reengineer our network components or infrastructure and/or change locations where Products and Services are performed; (ii) perform our obligations through our subsidiaries or affiliates, or through the use of selected independent subcontractors or providers; and (iii) modify and/or replace technology or service architectures relating to the Products and Services.

4. PROPRIETARY RIGHTS

4.1. Customer Property. Customer Property and Customer Data (collectively "Customer Property") is and shall remain your sole and exclusive property. "Customer Property" means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property also includes output of functionalities of the Products and Services that is generated by generative artificial intelligence technology or similar artificial intelligence models that can generate content such as text, audio and images ("AI") based on inputs unique to you and/or your Authorized Users and for your and/or your Authorized Users' benefit and/or use ("Output"). Customer Property may also contain Personal Information which is defined in Section 5. Customer understands and acknowledges that Customer's ownership and use rights in Output may not be enforceable against third parties.

4.2. Anthology Property. Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us.

4.3. Anthology Use of Customer Property. During the term of the Agreement, you grant to us, our affiliates, and our third party service providers, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property to perform our obligations hereunder or as otherwise permitted hereunder. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our third-party service providers in countries other than the jurisdiction from which the Customer Property was originally collected.

4.4. Content Restrictions. You agree not to use any Product or Service to store, display, generate or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will ensure that such Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, generates or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

4.5. Removal of Content. If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as inciting violence, libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Anthology liability or reputational harm to Anthology, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property and shall notify you of such removal, suspend your and/or your Authorized Users' use of the Products and Services, and/or pursue other remedies and corrective actions.

4.6. DMCA Notice and Takedown Policy. It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent: DMCA Notice, General Counsel, Anthology Inc., 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190, Email: GeneralCounsel@anthology.com, +1-202-303-9575.

5. PROTECTION OF PERSONAL INFORMATION

Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. We agree to treat Personal Information as confidential, as described in the Data Processing Addendum ("DPA") available at <https://www.anthology.com/agreements/dpa>. The DPA applies whenever Personal Information is Processed (as defined in the DPA) under the Agreement.

6. DATA SECURITY

We will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect Customer Property, including Personal Information. The security measures applied to Customer Property are described in Annex B of the DPA.

7. Intentionally omitted.

8. FEES AND TAXES

8.1. Fees. In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days' advance notice of such change prior to the expiration of the then-current term or your right to decline to renew, whichever is earlier.

8.2. Excess Use Fees. Your use of the Products and Services is restricted to the use limitations set forth in the applicable Order Form or in the applicable support terms of the Agreement, and as further defined under each of the respective product terms below. Use in excess of these limitations is subject to additional fees and may be invoiced monthly by Anthology. Any failure by Anthology to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees. You agree to timely pay any invoice issued for overages pursuant to this Agreement.

8.3. Late Fees. Interest may be charged on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

8.4. Taxes. Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, you will be invoiced an additional amount in respect of the Taxes and you will pay within thirty (30) days after the date of the invoice unless you have provided a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide acceptable documentation evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

8.5. Purchase Orders. You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due, you will timely issue such purchase order (the terms of which shall not control) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed under the applicable Order Form. Anthology reserves the right to invoice for the value of the annual fees for any subsequent renewal period, even in the absence of an issued purchase order, where use of the Products and Services continues beyond the then-contracted term.

8.6. Out-of-Pocket Costs. Prices quoted for Products and Services do not include travel and out-of-pocket expenses. To the extent applicable, you shall reimburse us for our reasonable expenses, including, without limitation, costs of travel (air and cab fare, lodging, auto rental or local mileage, standard per diem, etc., based on M&I standard U.S. Government per diem rates, and subject to any other guidelines mutually agreed upon by both parties) and reasonable out-of-pocket costs for photocopying, overnight courier, long-distance telephone and the like (collectively, "Travel and Expenses"). We will maintain records of Travel and Expenses, and upon Customer's reasonable request, we will provide copies of hotel and airfare records. Our Travel & Expense Policy is posted at www.anthology.com/policy-docs/travel-policy and may be amended from time to time at our discretion.

9. TERM AND TERMINATION.

9.1. Term. The term ("Term") is defined in the applicable Order Form referencing the Agreement.

9.2. Termination for Breach. If either party materially breaches any obligation under the Agreement or a statement of work, the non-breaching party may terminate the Agreement or statement of work, whichever is applicable, in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, except for termination rights in this section and Section 9.3, the parties have no other right of early termination.

9.3. Anthology Termination. Anthology may terminate this Agreement immediately upon notice to Customer: (A) if Anthology's relationship with a third party who provides software or other technology Anthology uses to provide the Products and Services expires, terminates or requires Anthology to change the way it provides the software or other technology as part of the Products and Services; (B) if it is Anthology's good faith belief that providing the Products and Services could create a substantial economic or technical burden or material security risk for Anthology; (C) in order to comply with the law or requests from governmental entities; (D) if Anthology determines that the use of the Products and Services has become impractical or unfeasible for any legal or regulatory reason; or (E) if you materially breach the provisions of the license usage restrictions in the Agreement.

9.4. Effect of Termination. Upon termination of the Agreement or termination or expiration of any individual license, you and your

Authorized Users will immediately cease access to the applicable Products and Services, and, unless such termination is due to Anthology's uncured material breach, you will immediately pay us all amounts due and payable for such Products and Services. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.

9.5. Reserved Rights. Without limiting the foregoing, we reserve the right to allocate, limit or delay delivery of, or suspend access to our Products and Services, in whole or in part, where necessary or commercially appropriate, upon the occurrence of any situation or event (including without limitation, a Force Majeure Event (as defined in Section 14.7 below) whereby the performance or operation of our Products or Services (a) becomes overburdened, impaired, impracticable, or their economic viability is otherwise affected; (b) poses a security risk; (c) may subject Anthology or any third party to liability; or (d) is in violation of applicable law, court order, or administrative order. Anthology may also suspend Customer's right to access or use any portion of, or all of the Products and Services immediately upon notice to Customer if Customer is in breach of this Agreement, including if Customer is delinquent on its payment obligations for more than 30 days.

9.6. Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability nor impair the exercise of rights accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 9.5, 10.4, 11, 12, 13, 16.4, 20.3, 21.7, 23.2, and 24.4 shall survive the termination of the Agreement for any reason.

10. GENERAL WARRANTIES.

10.1. By Anthology. We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from delivery of the Software or for the term of the SaaS Services, respectively; and (b) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be, for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. **"Software Error"** means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us, if any (**"Documentation"**), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include (a) any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services or (b) incorrect, unlawful, offensive or otherwise undesirable, to you and/or your Authorized Users, Output or other content generated by AI. It is your responsibility to review Output and any other content generated by AI and make any corrections or modifications it as may be necessary or appropriate.

10.2. Australian Consumer Law. To the extent you are located in Australia: The supply of the Products or Services under this Agreement may be subject to the Australian Consumer Law, Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law"). Where this is the case, the following statement applies in respect of any failure to comply with the consumer guarantees under the Australian Consumer Law: Our Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Where the Australian Consumer Laws apply, you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, subject to the limitation of liability below. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10.3. By Customer. You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit the use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form. Customer further warrants that neither it, nor any of its officers, directors, employees, or shareholders has been designated as a Person that is Subject to Economic Sanctions, that it is not located in a country or region comprehensively sanctioned under the laws of the United States of America, and that no Product or Services supplied by Anthology will be supplied to or otherwise benefit a Person That is Subject to Economic Sanctions a country or region comprehensively sanctioned under the laws of the United States of America. The term **"Person that is Subject to Economic Sanctions"** includes, but is not limited to, an entity that has been designated as a Specially Designated National by the United States Department of the Treasury, Office of Foreign Assets Control, an individual or entity designated for sanctions by any other Department or Agency of the Government of the United States that would prohibit the sale, (re)export, or provision of products, software, or services, or an individual or entity designated by the United States National Security Council. The provision of any Products or Services to a Person that is Subject to Economic Sanctions, the designation of Customer, or any of its officers, directors, employees, or shareholders as a Person That is Subject to Economic Sanctions, or the U.S. designation of the region in which Customer is located as an embargoed country or region (including as a **"Covered Region"** pursuant to Executive Order 14065), shall be grounds for immediate termination of this Agreement, and will relieve Anthology from any and all obligations with respect to this Agreement.

10.4. Disclaimer of Other Warranties. EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, THE PRODUCTS AND SERVICES

ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON- INFRINGEMENT.

11. MUTUAL LIMITATIONS OF LIABILITY.

11.1. Consequential Damages Limitation. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, A BREACH OF SECTION 14.10, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

11.2. Mutual Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, A BREACH OF SECTION 14.10, YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND YOUR PAYMENT OBLIGATIONS, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.3. Essential Basis. The parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

11.4. Australia Consumer Law. To the extent you are located in Australia: THE LIMITATIONS AND EXCLUSIONS IN SECTION 12 APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY CONSUMER GUARANTEE, RIGHT OR REMEDY CONFERRED ON A PARTY BY THE AUSTRALIAN CONSUMER LAW OR ANY OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY FOR ANY BREACH OF A NON-EXCLUDABLE GUARANTEE REFERRED TO ABOVE IS LIMITED, AT THE OUR OPTION, TO: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (1) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (2) THE REPAIR OF THE GOODS; (3) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (4) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR
(II) IN THE CASE OF SERVICES: (1) THE SUPPLYING OF THE APPLICABLE SERVICES AGAIN; OR (2) THE PAYMENT OF THE COST OF HAVING THE APPLICABLE SERVICES PERFORMED AGAIN.

12. INDEMNITIES.

12.1. Our Indemnity Obligations. If a third party brings a claim, suit, or proceeding against you, your affiliates, or your respective employees, contractors, agents, or assigns (a "**Customer Indemnitee**") resulting from our gross negligence or willful misconduct, or alleging that any Products and Services infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations, we shall at our own expense indemnify, defend, and hold harmless such Customer Indemnitee, and in the above case of alleged infringement, at our own expense and option (a) procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

12.2. Exceptions. Notwithstanding Section 12.1, where: (a) infringement of a patent is caused by the combination of the Products and Services with other hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a "material part of the invention" of the asserted patent claim and "not a staple article or commodity of commerce suitable for substantial non-infringing use" as those phrases are used in 35 U.S.C. § 271(c); or (b) there is a claim, suit, proceeding or allegation that Customer Property or other content generated by AI within the Products and Services infringes the intellectual property rights of a third party under the Law of any jurisdiction in which you are using the applicable Products and Services, we shall not be obligated to indemnify you, or defend or hold you harmless, in respect of such claim, suit, proceeding or allegation.

12.3. Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors,

agents, or assigns (an "Anthology Indemnitee") resulting from (a) any use of the Products and Services beyond the scope of the license restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account, (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us, you shall at your own expense indemnify, defend, and hold harmless such Anthology Indemnitee. Anthology shall have no liability (including indemnification obligations) to you and you shall be solely responsible for responding to and defending (both at your own cost) any claim to the extent arising out of (a) – (d) above (including, without limitation, intellectual property infringement claims associated with Output).

12.4. Exclusive Remedy. EXCEPT FOR ANY OTHER INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

13. CONFIDENTIALITY.

13.1. Confidential Information. "Confidential Information" means any non-public information disclosed by either party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, the terms of the Agreement, account and login credentials, information about a party's business, operations, vendors or customers, and all Anthology Property and all Customer Property.

13.2. Nondisclosure and Non-use. Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their obligation to maintain the confidential status of such Confidential Information. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party's expense, in any litigation against any third parties to protect the disclosing party's rights with respect to the Confidential Information.

13.3. Exceptions to Confidential Treatment. Confidential Information shall not include information that: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party's possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party's rights under the Agreement.

14. MISCELLANEOUS MATTERS.

14.1. Severability. If a court holds any provision of the Agreement to be illegal, invalid or unenforceable, the rest of the Agreement will remain in effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

14.2. Conflict Resolution. If there is any claim arising out of or relating to the Agreement, or a breach thereof, the parties will consult with each other to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"). All arbitration proceedings will be conducted pursuant to the ICC rules and in the English language. The cost of the arbitration will be borne equally by the parties. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

The applicable governing Law and place of the arbitration will be as follows: a) if you acquired the applicable Product or Service in North America or South America, the governing Law is New York unless you are located in the United States and you are legally required to be bound by the state in which you are domiciled, and in such case, the governing law shall be such state and the place of arbitration is Washington, D.C.; b) if you acquired the applicable Product or Service in the European Union, the Middle East, or Africa, the governing Law is The Netherlands and the place of arbitration is Amsterdam, The Netherlands; c) if you acquired the applicable Product or Service in the United Kingdom, the governing Law is England and Wales and the place of arbitration is London, England; d) if you acquired the applicable Product or Service in Australia or New Zealand, the governing Law is South Australia and the place of arbitration is Adelaide, South Australia; e) if you acquired the applicable Product or Service in India, the governing Law is India and the place of arbitration is Bangalore, India; and f) if you acquired the applicable Product or Service in a region not otherwise mentioned above, the governing Law is Singapore and the place of arbitration is Singapore.

14.3. Modification and Waiver. No modification or supplement to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Anthology and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.

14.4. Assignment. Neither party shall be entitled to assign the Agreement or its rights or obligations under the Agreement, whether voluntarily or by operation of law, except with the written consent of the other party; provided, however, that either party may assign the Agreement without the consent of the other party to any affiliate, or any entity that is the successor corporation in any merger or consolidation of either party, or any entity that purchases a majority of the voting securities of either party, or all or substantially all of

the assets of either party, or of a specific division or group of such party. The Agreement shall bind each party and its successors and permitted assigns.

14.5. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Anthology Inc., Attn: General Counsel, 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190 or to such other address as shall be given in accordance with this section with a copy to GeneralCounsel@anthology.com, and, in the case of you, to the address listed on your invoice, and shall in each case be effective upon receipt. **Anthology reserves the right to provide email Notice, with electronic delivery confirmation, to the current principal Customer contact. Actual receipt constitutes effective Notice as of the time of receipt.**

14.6. Export Control. The Products and Services provided by Anthology may be subject to the export control laws and regulations of the United States (collectively the "Export Control Laws"). You shall not export or allow the transfer, use, sale, export or re-export of the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations. The provision of the Products or Services in violation of the Export Control Laws shall be grounds for immediate termination of this Agreement and will relieve Anthology from any and all obligations with respect to this Agreement.

14.7. Force Majeure. Notwithstanding anything to the contrary in the Agreement, neither party will be responsible for any failure to fulfill its obligations, in whole or in part, due to causes beyond its reasonable control ("Force Majeure Event"), including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances or work stoppages, riots, wars, or hostilities, terrorist acts, epidemics, pandemics, a substantial change in market conditions, or other global or local health emergencies, Center for Disease Control advisories, inability to obtain any export or import license or other authorization of any government authority, or the designation of any party to the transaction as a Person that is Subject to Economic Sanctions. The non-performing Party shall notify the other Party of such force majeure within ten (10) days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that in the event the suspension of performance continues for one hundred and eighty (180) days after the date of the occurrence, and such failure to perform would constitute a material breach of this Agreement in the absence of such force majeure, the non-performing Party may terminate this Agreement pursuant by written notice to the other Party.. We reserve the right to reasonably charge for any and all excessive usage and or usage beyond reasonable historical norms (yours or similarly situated clients not experiencing a Force Majeure Event or similar) and to the extent this is in excess of our actual costs we will give you notice.

14.8. Anti-Corruption. Customer shall during the term of this Agreement comply with all applicable statutes, laws, international standards, and regulations relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act of the United States, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and hereby warrants that it has not provided, and will not, provide anything of value to a Foreign Official for the purpose of gaining or retaining business with respect to the Agreement. For purposes of this section, a "Foreign Official" includes an official or employee of a foreign government or any department, agency or public company, or of a public international organization, or anyone acting in an official capacity for or on behalf of any government or department, agency, or instrumentality, state-owned-entity, or for or on behalf of any public international organization, any foreign political party or its official, any candidate for political office, any third party with any reason to believe that a payment, in whole or in part, would be to benefit any individual identified above. Customer agrees to provide Anthology, its retained investigator or attorney with any information that may be necessary to confirm compliance with the provisions of this paragraph. The breach of this section shall be grounds for immediate termination of this Agreement, and will relieve Anthology from any and all obligations with respect to the provision of products or services to Customer.

14.9. Relationship. Anthology and Customer are independent contracting parties. The Agreement shall not constitute the parties as principal and agent, partners, joint venturers, or employer and employee.

14.10. Non-Disparagement. You agree not to make any public statements about Anthology in a manner that could reasonably be perceived as negative, derogatory or detrimental to the brands, name, reputation or trademarks of Anthology or any Products and Services.

14.11. Promotional Materials. Anthology may use Customer's name on social media platforms and in marketing materials, press releases, and presentations to reference Customer's selection of Anthology and the Products and Services, the existence of an agreement with Anthology (without referencing detailed terms or pricing) and, when it occurs, Customer's Go-Live on the Products and Services.

14.12. Audit. Upon reasonable notice, we shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with the Agreement.

14.13. Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty that is not set out in this Agreement. If a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, or Services Guide, the terms of this Master Agreement will govern unless an Order Form expressly provides otherwise. If a

conflict arises between the terms of this Master Agreement and the provisions of a statement of work or Change Order, the Change Order and statement of work, as applicable, shall govern. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.

15. ANTHOLOGY ALLY

We do not guarantee that the use of the Anthology Ally service will ensure the accessibility of your web content or that your web content will comply with any specific web accessibility standard or law. Any information or guidance accessed through the Anthology Ally service, including without limitation the results of any website tests conducted or other guidance with respect to compliance with various accessibility standards, including without limitation the web content accessibility guidelines 2.0 (WCAG 2.1), or laws, rules or regulations, including without limitation those commonly known as the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008, applicable sections of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, 251(a), the Rehabilitation Act, the Individuals with Disabilities Education Act, or their international counterparts, any or all as amended from time to time, or related rules or regulations is provided solely as a courtesy and is not legal advice or counsel. Other laws may apply to you or your customers depending on the nature of their goods and services. We expressly disclaim any implied or express warranties and any liability with respect to any information or guidance provided.