

Master Services Agreement v1.0

This Master Services Agreement (this "Agreement") is entered into by and between School Journey Inc., a Delaware corporation ("School Journey"), and the school identified in the applicable Order Form ("School"). This Agreement is effective as set forth in Section 1.4.

1. PARTIES, STRUCTURE, AND ACCEPTANCE

- 1.1 This Agreement is between School Journey and the School.
- 1.2 This Agreement comprises three documents executed together: (a) the Order Form; (b) this Master Services Agreement; and (c) Schedule A, the Data Processing Addendum ("DPA").
- 1.3 If the documents conflict, the Order Form governs first, then the DPA, then this Agreement.
- 1.4 The Agreement takes effect on the Order Start Date once both parties sign the Order Form.

2. DEFINITIONS

- 2.1 "Agreement" means this Master Services Agreement, the applicable Order Form, and the DPA.
- 2.2 "App" means the mobile application made available to the School as part of the Services, as identified in the applicable Order Form. The App may be (a) School Journey's standard branded mobile application (the "Standard App") or (b) a mobile application configured with the School Branding (the "School-Branded App"). In either case, the App includes any related web application provided as part of the Services.
- 2.3 "App-ready Date" means the date on which School Journey makes the Services available for the School's production use by Authorized Users.
- 2.4 "Authorized Users" means the School's students, families, employees, administrators, and other persons whom the School authorizes to use the Services.
- 2.5 "Blackbaud Platform" means the third-party Blackbaud products and services to which the School authorizes the Services to connect.
- 2.6 "Documentation" means the then-current user guides and other documentation School Journey makes available for the Services.
- 2.7 "Fees" means the fees set out in the applicable Order Form.
- 2.8 "Onboarding Costs" means the non-recurring, documented setup costs expressly identified in the applicable Order Form, including, where applicable, Blackbaud integration, app store submission, configuration, and administrator training.
- 2.9 "Order Form" means an ordering document signed by the parties that identifies the Services, Fees, Order Start Date, Order Term, enrolled student count, and any applicable add-ons or professional services.
- 2.10 "Order Start Date" means the date identified as such in the applicable Order Form.
- 2.11 "Order Term" means the initial subscription term and any renewal term identified in the applicable Order Form.
- 2.12 "School Branding" means the School's names, logos, trademarks, and other brand assets provided by or approved by the School for use with the Services.

- 2.13 "School Data"** means all electronic data, content, and information, including Student Data, submitted to, uploaded to, transmitted through, or otherwise made available to School Journey by or on behalf of the School or its Authorized Users, and data generated from the School's use of the Services, including messages, threads, reactions, attachments, and other communications exchanged through a chat feature of the Services ("Chat Content").
- 2.14 "Security Incident"** means a confirmed unauthorized access to, acquisition, use, disclosure, alteration, loss, or destruction of School Data that compromises the confidentiality, integrity, or availability of School Data.
- 2.15 "Services"** means, as applicable under the Order Form, the Standard App or School-Branded App, together with any related web application, hosting, support, onboarding, integrations, and other services described in the applicable Order Form.
- 2.16 "Student Data"** means School Data that relates to an identified or identifiable student, including information protected as an education record or personally identifiable information under applicable law.
- 2.17 "Sub-processor"** means a third party engaged by School Journey to process School Data in connection with providing the Services.

3. PROVISION OF THE SERVICES

- 3.1** School Journey grants the School a non-exclusive, non-transferable right to permit any Authorized User with a Blackbaud ID authorized by the School to use the Services and Documentation during the Order Term for the School's internal educational purposes. Fees are based on the enrolled student count stated in the Order Form, not the number of Authorized Users.
- 3.2** The School may permit its Authorized Users to access the Services and is responsible for their compliance with this Agreement.
- 3.3** Onboarding includes Blackbaud integration setup, app store submission support, configuration, and up to two (2) hours of administrator training. Additional professional services may be purchased at the rate in the Order Form.
- 3.4** App Store Distribution Accounts.
- 3.4(a) Apple.** Unless the applicable Order Form states otherwise, the School will maintain an active Apple Developer account and provide School Journey the access and authorizations reasonably necessary to prepare and submit the App. School Journey may distribute the App through an Apple Developer account controlled by School Journey only if the parties agree to that exception in writing.
- 3.4(b) Google Play.** School Journey may distribute the App through a Google Play developer account controlled by School Journey unless the School requests in writing that the App be distributed through the School's own Google Play developer account. If the School makes that request, it will maintain that account and provide School Journey the access and authorizations reasonably necessary to prepare and submit the App.
- 3.4(c) App Store Decisions.** School Journey will prepare and submit builds as applicable, but does not warrant approval, continued availability, or treatment by Apple, Google, or another app-store provider, which each provider determines.

3.5 School Journey may modify or enhance the Services but will not materially degrade them during an Order Term, except where required by law, Blackbaud, app store requirements, or security requirements. School Journey will give at least thirty (30) days' notice before removing a material feature. If School Journey materially degrades the Services and does not remedy the degradation within thirty (30) days, the School may terminate.

3.6 The Order Term begins on the Order Start Date, when School Journey commences work on the School's App, and Fees are invoiced from that date. The App-ready Date is when the Services become available to Authorized Users for production use. If the App-ready Date has not occurred within sixty (60) days after the Order Start Date, the School may terminate on written notice and receive a refund of prepaid Fees, less Onboarding Costs. This sixty (60)-day period pauses for any School-side or third-party delay, including Blackbaud or app store delays. If the App-ready Date has not occurred within one hundred twenty (120) days for reasons not caused by the School, the School may terminate and receive a refund of prepaid Fees, less Onboarding Costs.

4. BLACKBAUD INTEGRATION AND DEPENDENCIES

4.1 The School will maintain an active Blackbaud subscription, authorize the connection, keep its Blackbaud data accurate, and obtain any consents needed for access.

4.2 Problems caused by Blackbaud or the School's Blackbaud configuration are excluded from the service-level commitments in Section 6 and are not a breach by School Journey.

4.3 School Journey will use commercially reasonable efforts to restore the integration, notify the School within two (2) business days of a material failure, and provide status updates until resolved.

4.4 If the integration is materially non-functional for thirty (30) consecutive days, or forty-five (45) days in aggregate during any ninety (90)-day period, for reasons other than the School's acts, the School may terminate on written notice. Because an integration failure of this kind is outside School Journey's control, prepaid Fees are non-refundable.

5. FEES, INVOICING, AND PRICE CHANGES

5.1 The School will pay the Fees in the applicable Order Form, based on the enrolled student count as of the Order Start Date.

5.2 If the School's actual enrollment exceeds the Order Form count by more than ten percent (10%) during an Order Term, School Journey may invoice the School pro rata for the additional students. Otherwise, the count will be recalculated at renewal.

5.3 Fees are invoiced annually in advance, at least thirty (30) days before the Order Term starts, and are due within thirty (30) days after invoice date.

5.4 Undisputed amounts more than thirty (30) days past due accrue interest at one and one-half percent (1.5%) per month, or the legal maximum if lower. School Journey will not suspend Services for non-payment until at least fifteen (15) days after written overdue notice.

5.5 The School may withhold a good-faith disputed amount if it notifies School Journey in writing before the due date and pays all undisputed amounts.

5.6 At renewal, School Journey may increase Fees by up to the greater of seven percent (7%) or the Consumer Price Index, as stated in the renewal notice. Fees will not increase during an Order Term except as provided in Sections 5.2 and 5.7.

5.7 The School may purchase add-on modules or additional services during an Order Term under a written Order Form or change order. Fees for those add-ons will be set out in that document, begin on the agreed effective date, and be prorated for the remainder of the then-current Order Term unless the applicable Order Form or change order states otherwise. Fees for add-ons are not subject to the renewal cap in Section 5.6.

5.8 Fees exclude taxes. The School will provide an exemption certificate where applicable.

6. SERVICE LEVELS AND SUPPORT

6.1 School Journey will make the App available at least ninety-nine and one-half percent (99.5%) of the time each calendar month, excluding scheduled and emergency maintenance; failures of the Blackbaud Platform; Force Majeure; and issues caused by the School's systems, configuration, internet connection, or Authorized Users. For this Section, "available" means accessible and operational for most Authorized Users. An isolated feature issue that does not materially prevent most Authorized Users from using the App will be handled under Section 6.4 and is not unavailability.

6.2 Scheduled maintenance will not exceed four (4) hours in any calendar month and, where practicable, will occur outside 6:00 a.m. to 8:00 p.m. in the School's time zone, with at least forty-eight (48) hours' advance notice. Emergency maintenance necessary to address a security or material service risk may occur with notice as practicable.

6.3 If availability is below ninety-nine percent (99.0%) for three (3) consecutive months or below ninety-five percent (95.0%) in any one month, the School may terminate on written notice within thirty (30) days after the triggering month ends and receive a pro rata refund of prepaid Fees, less Onboarding Costs, for the unused portion of the Order Term. This is the School's sole and exclusive remedy for failure to meet Section 6.1.

6.4 Support is available Monday through Friday, 8:00 a.m. to 6:00 p.m. U.S. Eastern Time by email and in-product support. "Business Day" means a weekday other than a U.S. federal holiday. School Journey will reasonably determine Severity based on reported impact, and a request received outside those hours is deemed received the next Business Day. Target initial response times are four (4) business hours for Severity 1 (the App is down or unavailable, or a majority of users are blocked); one (1) Business Day for Severity 2 (a material feature is not working and has no workaround); and three (3) Business Days for Severity 3 (a minor question or issue). These are targets, not resolution guarantees.

7. SCHOOL DATA, PRIVACY, AND STUDENT RECORDS

7.1 As between the parties, the School owns all School Data, including Student Data, and all data derived from School Data, other than aggregated or de-identified data permitted under Section 7.7. Ownership never transfers to School Journey. The School controls School Data at all times and may direct School Journey to export, correct, or delete it in accordance with this Agreement.

7.2 The School grants School Journey a limited license to host, process, transmit, and display School Data solely to provide, secure, and support the Services.

7.3 For purposes of FERPA, School Journey acts as a school official with a legitimate educational interest: it performs a service the School would otherwise perform itself, remains under the School's control, uses Student Data only as the School authorizes, and will not redisclose Student Data except as directed by the School or legally required.

- 7.4** For students under thirteen (13), the School consents to collection on behalf of parents under the COPPA school exception and represents that it has authority to do so. School Journey will use that information solely to provide the Services and not for unrelated commercial purposes.
- 7.5** School Journey will comply with applicable student-privacy laws. Where a state requires specific contractual terms and the parties agree, they will put those terms in place.
- 7.6** School Journey will not sell, rent, license, or trade School Data. It will not use School Data for targeted or behavioral advertising directed to students or families, or for commercial profiling. School Journey may create or maintain a student profile only as necessary to provide the Services for a School-authorized educational purpose. School Journey will use School Data only to provide and improve the Services for the School, not for unrelated commercial purposes.
- 7.7** School Journey may use aggregated or de-identified data to operate, analyze, secure, and improve the Services, provided that it cannot identify any individual or the School, is never re-identified, is never sold or licensed to third parties, is never used for advertising, and is never used to train, fine-tune, or improve any artificial intelligence or machine learning model except as the School separately authorizes under Section 7.8.
- 7.8** Artificial Intelligence Assisted Features and Workflows. School Journey may use artificial intelligence and machine-learning tools, including retrieval-augmented generation and automated workflows, to process School Data as reasonably necessary to provide, secure, support, troubleshoot, and maintain the Services. This includes School-configured summaries, smart alerts, and communications to Authorized Users or parents.

School Journey will not use School Data, including de-identified or aggregated School Data, to train, fine-tune, or improve any artificial intelligence or machine-learning model without the School's separate prior written authorization. For internal development, maintenance, and support, School Journey will limit School Data to the minimum reasonably necessary and, where practicable, use redacted, de-identified, or synthetic data.

Any third-party artificial intelligence provider that processes School Data is a Sub-processor. It may process School Data only to provide the Services; may not use it for model training, advertising, or another independent commercial purpose; and may retain it only as necessary to provide the services, maintain security, or comply with law, subject to the DPA.

- 7.9** School Data is hosted and processed using reputable third-party service providers. Where a provider processes School Data outside the United States, it is contractually required to protect that data consistently with this Agreement and the DPA.
- 7.10** School Journey will provide reasonable assistance, at no charge, to help the School respond to access, correction, or deletion requests; will route any such request back to the School; and will charge only for genuinely excessive or repetitive requests after notice.
- 7.11** The DPA at Schedule A is part of this Agreement and prevails over this Section 7 in the event of a conflict.
- 7.12** Biometric Processing. School Journey does not offer facial-recognition or other biometric-processing features as part of the Services. This does not include on-device authentication, such as Apple Face ID, that is processed by the user's device and does not provide biometric information to School Journey. Any future biometric feature will be disabled by default and require the parties' separate written agreement before it is enabled.

7.13 Chat Content Retention and Legal Holds. Chat Content is School Data and is hosted separately from the School's student-information platform. Unless otherwise agreed in writing, School Journey will retain Chat Content while it is associated with an active Authorized User account and for six (6) months after no associated account remains active. The School is responsible for determining its records-retention requirements. The parties may agree in writing to longer-term archival retention, which may be subject to additional Fees. On the School's prompt written instructions identifying the data to be preserved, School Journey will reasonably cooperate to suspend routine deletion for a legal, regulatory, or records-retention matter, to the extent technically feasible and legally permitted. Deleted Chat Content is recoverable only if it has not been permanently deleted.

8. SECURITY

8.1 School Journey maintains an information security program with administrative, technical, and physical safeguards appropriate to the nature of School Data, including encryption of data in transit and at rest, access controls that limit access to authorized personnel, and secure development practices.

8.2 School Journey will use commercially reasonable efforts to obtain SOC 2 Type II certification and will notify the School when achieved. School Journey does not currently hold SOC 2 certification and makes no representation as to timing.

8.3 School Journey will notify the School without undue delay after confirming a Security Incident affecting School Data that (a) requires notice under applicable law or (b) is reasonably likely to pose a material risk to the School or affected individuals (a "Notifiable Security Incident"). School Journey will provide notice within forty-eight (48) hours after confirmation. The notice will describe, to the extent then known, the nature of the incident, the categories of data and individuals affected, the steps taken to contain it, and a contact for further information. School Journey will provide relevant details as they become known.

8.4 School Journey will cooperate with the School's investigation and notification obligations and will bear reasonable notification costs where the Security Incident was School Journey's fault.

8.5 School Journey engages Sub-processors to help provide the Services and remains responsible for their compliance with this Agreement. A current list of Sub-processors is available to the School on request. School Journey will give the School at least thirty (30) days' prior written notice before adding or replacing any Sub-processor that will access Student Data.

9. INTELLECTUAL PROPERTY

9.1 School Journey retains all rights in the Services, Documentation, software, and improvements, including improvements developed from School feedback.

9.2 The School retains all rights in School Data and its School Branding.

9.3 The School grants School Journey a limited, royalty-free license to use School Branding solely to configure and provide the Services, including in the App and in Apple App Store and Google Play listings, during the Order Term.

9.4 School Journey may use School feedback without restriction.

9.5 The School will not reverse-engineer the Services, build a competing product, resell or sublicense access, or remove proprietary notices.

10. WARRANTIES

- 10.1** During the Order Term, School Journey warrants that the Services will perform materially in accordance with the Documentation, will be delivered professionally, will contain no harmful code, and that School Journey has the rights necessary to grant the licenses in this Agreement.
- 10.2** School Journey will comply in all material respects with applicable laws, including FERPA, COPPA, and applicable state student-privacy laws.
- 10.3** If the App as a whole fails to perform materially in accordance with the Documentation, School Journey will repair or replace it within thirty (30) days. If it cannot, the School may terminate and receive a refund of prepaid Fees, less Onboarding Costs, for the unused portion of the Order Term.
- 10.4** Each party warrants that it has authority to enter into this Agreement.
- 10.5** Except for the express warranties in this Agreement, the Services are provided "as is" and "as available." To the maximum extent permitted by law, School Journey disclaims all other warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. School Journey does not warrant that the Services will be uninterrupted or error-free.

11. TERM, RENEWAL, AND TERMINATION

- 11.1** The initial Order Term is twelve (12) months unless the Order Form states otherwise.
- 11.2** This Agreement renews automatically for successive twelve (12)-month terms unless either party gives thirty (30) days' written notice of non-renewal before the end of the then-current Order Term.
- 11.3** The School may terminate on written notice in the following circumstances. Where the reason is School Journey's failure to deliver, an uncured material breach by School Journey (after a thirty (30)-day cure period), uncured material degradation under Section 3.5, an unfixed performance breach under Section 10.3, persistent unavailability under Section 6.3, or School Journey's insolvency, the School will receive a pro rata refund of prepaid Fees, less Onboarding Costs, for the unused portion of the Order Term. Where the reason is outside School Journey's control, including an extended Blackbaud integration failure under Section 4.4, the School may still terminate, but prepaid Fees are non-refundable.
- 11.4** School Journey may terminate on written notice for the School's uncured material breach (after a thirty (30)-day cure period) or insolvency. Non-payment counts only after the notice process in Section 5.4. On termination, School Journey keeps Fees for the entire Order Term.
- 11.5** If the School permanently closes or ceases the program that the Services support, it may terminate on sixty (60) days' written notice. Because this is outside School Journey's control, prepaid Fees for the remainder of the Order Term are non-refundable. On a merger, the assignment terms in Section 20.2 apply.
- 11.6** Except for the grounds in this Section 11, neither party may terminate mid-term for convenience. Either party may decline renewal under Section 11.2 without cause.
- 11.7** School Journey may suspend access only where an amount is more than thirty (30) days past due after the Section 5.4 notice process, access presents a material security risk, or use creates legal risk. School Journey will give notice first where practicable, keep any suspension as narrow as practicable, and restore access promptly once resolved.

12. ACCEPTABLE USE

12.1 The School will use reasonable efforts to ensure that its Authorized Users do not use the Services to violate law; transmit unlawful, harassing, or obscene material; spread malware; attempt unauthorized access; overload the system; or send spam. School Journey will flag any violation and allow a reasonable opportunity to remedy before acting, unless immediate action is needed to prevent harm.

13. CONFIDENTIALITY

13.1 "Confidential Information" means nonpublic information, including the terms of this Agreement, disclosed in connection with this Agreement that is marked confidential or reasonably should be understood to be confidential. Each party will protect the other party's Confidential Information using at least reasonable care and use it only to perform or exercise its rights under this Agreement.

13.2 A party may disclose Confidential Information only to its employees, contractors, professional advisers, and affiliates who need to know it for that purpose and are bound by confidentiality obligations at least as protective as this Section. Each party remains responsible for their compliance.

13.3 Confidential Information does not include information the receiving party can show: (a) is or becomes public through no breach of this Agreement; (b) was already lawfully known without restriction; (c) was independently developed without use of the Confidential Information; or (d) was lawfully received from a third party without a duty of confidentiality.

13.4 A party may disclose Confidential Information only to the extent legally required, after prompt notice where permitted and reasonable cooperation in seeking confidential treatment.

13.5 School Data is the School's Confidential Information and remains subject to Sections 7 and 8 and the DPA. These obligations survive for three (3) years after termination, for as long as School Data is retained or as otherwise required by the DPA or law, and indefinitely for trade secrets.

14. INDEMNIFICATION

14.1 School Journey will defend the School and indemnify it against reasonable defense costs and third-party damages, judgments, and settlement amounts, but only to the extent arising from (a) an allegation that the Services, as provided by School Journey, infringe a U.S. intellectual-property right or (b) a Security Incident caused by School Journey or its unauthorized use of School Data. This obligation is subject to Section 15 and excludes claims arising from School-provided materials (including School Data and School Branding), non-School Journey modifications, unauthorized combinations, or use contrary to this Agreement or the Documentation. If the Services are found to infringe, School Journey may procure the right to continue use, modify the Services to be non-infringing, or terminate the affected Services and refund prepaid Fees for the unused portion of the Order Term.

14.2 The School will defend School Journey against third-party claims arising from data that the School was not authorized to provide, the School's use of the Services in breach of this Agreement or law, or content posted by the School's users. For user content, this obligation applies only where School Journey flagged the content and the School did not act.

14.3 The party seeking indemnification will promptly notify the other party and reasonably cooperate. The defending party will control the defense and settlement, but may not settle a claim without the other party's written consent if the settlement admits fault, imposes liability or obligations, or does not provide a full release.

15. LIMITATION OF LIABILITY

15.1 Neither party is liable for indirect or consequential damages, including lost profits, revenue, or goodwill.

15.2 Each party's total liability for all claims arising out of or relating to this Agreement, including claims under Sections 7, 8, 13, and 14, is capped at the Fees paid in the twelve (12) months before the claim.

15.3 Both parties acknowledge that the Fees reflect this allocation of risk.

16. INSURANCE

16.1 During the Order Term, School Journey will maintain commercial general liability, technology errors and omissions (professional liability), and cyber liability insurance, each with limits of at least \$1,000,000. School Journey will provide a certificate of insurance on written request. Any additional insurance requirements must be agreed in writing.

17. PUBLICITY AND REFERENCES

17.1 School Journey may list the School's name and logo as a customer on its website and in sales materials. The School may withdraw this permission on thirty (30) days' notice.

17.2 Any other public use of School Branding, including case studies, testimonials, or press, requires the School's prior written approval, not to be unreasonably withheld. Email approval from a School administrator is sufficient.

17.3 The School may identify School Journey as a vendor in its own communications.

18. FORCE MAJEURE

18.1 Neither party is liable for delays, other than payment obligations, caused by events beyond its reasonable control. The affected party will notify the other and work to resume performance. If the event lasts more than sixty (60) days, either party may terminate. Because the event is outside both parties' control, prepaid Fees are non-refundable.

19. DATA EXPORT AND DELETION ON TERMINATION

19.1 At termination, School Journey will tell the School how to export its data, including images, video, and other media where reasonably practicable. For forty-five (45) days, the School may request a free export in a common machine-readable format appropriate to the data, such as CSV or JSON for structured data, within fifteen (15) business days. A reasonable, pre-agreed fee applies only for custom formats or unusually large media volumes.

19.2 Unless the parties agree in writing to archival retention under Section 7.13 or law requires otherwise, School Journey will delete School Data from active production systems within thirty (30) days after termination or completion of any export, and will purge School Data from backups within ninety (90) days.

19.3 On request, School Journey will certify deletion in writing within ten (10) business days after the request or completion of deletion, whichever is later.

19.4 School Journey may retain School Data only as law requires, under a written legal hold, or as separately agreed for archival retention under Section 7.13, and will continue to protect and process it only for that purpose.

20. GENERAL

20.1 Except where this Agreement expressly permits another form of written approval, any amendment must be agreed in writing by both parties, including through a clear email exchange between their authorized representatives.

20.2 Either party may assign this Agreement without consent, on written notice, to a successor in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets, provided that the successor assumes all obligations under this Agreement. Any other assignment requires the other party's consent, not to be unreasonably withheld.

20.3 Delaware law governs this Agreement, without regard to its conflict-of-law principles.

20.4 Before filing suit, the parties will attempt in good faith to resolve any dispute through thirty (30) days of senior-level discussion and, if unresolved, non-binding mediation. Any action must be brought exclusively in the state or federal courts located in Delaware, and each party consents to their jurisdiction and venue. Nothing in this Section prevents either party from seeking temporary, preliminary, or permanent injunctive or other equitable relief in the state or federal courts located in Delaware.

20.5 Notices must be in writing and sent by email or courier to the notice addresses designated in the applicable Order Form or otherwise in writing, including legal@schooljourney.com for School Journey. Email notice is effective when sent without an error notice, and courier notice is effective on delivery.

20.6 The parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or authority for either party to bind the other.

20.7 This Agreement, together with the Order Form and DPA, is the entire agreement and supersedes prior understandings.

20.8 If any provision is unenforceable, the remaining provisions remain in effect. A waiver must be in writing and applies only to the instance given.

20.9 Sections 7, 8, 9, 13, 14, 15, 19, and 20, and provisions that by their nature should survive, survive termination, along with accrued or unpaid amounts.

20.10 This Agreement may be signed electronically and in counterparts.

20.11 Except as expressly stated in this Agreement, it creates no third-party beneficiary rights.

DOCUMENTS REFERENCED IN THIS AGREEMENT

Order Form. The Order Form identifies the Services, pricing, term, student count, and signatures and controls in the event of a conflict as provided in Section 1.3. **Schedule A Data Processing Addendum.** The DPA governs processing of School Data and controls in the event of a conflict as provided in Sections 1.3 and 7.11.

SCHEDULE A DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of the Agreement and applies to School Data that is personal information or personal data under applicable privacy laws ("Personal Data"). Capitalized terms not defined in this DPA have the meanings given in the Agreement.

A.1 Roles and Instructions

For purposes of applicable privacy laws, the School is the Controller or Business and School Journey is the Processor or Service Provider, as applicable. School Journey will process Personal Data only on the School's documented instructions in this Agreement, the applicable Order Form, or another instruction consistent with them, unless law requires otherwise.

A.2 Processing Details

School Journey processes Personal Data during the Order Term and, after termination, only as Sections 7.13 and 19 permit, to provide the Standard App or School-Branded App, related web application, and other Services selected in the Order Form. Data subjects may include students, prospective students, parents or guardians, alumni, employees, administrators, Authorized Users, and other individuals whose data the School provides. Personal Data may include account and contact data; enrollment, student-record, calendar, attendance, and integration data; communications, including Chat Content hosted separately from the School's student-information platform, media, and app-use data.

A.3 Safeguards and Restricted Uses

School Journey will ensure that authorized personnel are subject to confidentiality obligations and will comply with Section 8. It will not sell or share Personal Data, use it for targeted or cross-context behavioral advertising, or use or disclose it other than to provide, secure, support, and maintain the Services, as the Agreement expressly permits, or as law requires.

A.4 Sub-processors

The School authorizes School Journey to use Sub-processors as Section 8.5 permits. School Journey will require each Sub-processor, by written agreement, to protect Personal Data in a manner that is, in substance, no less protective than this DPA, as applicable to the services the Sub-processor provides. School Journey remains responsible for its Sub-processors' compliance, will provide the current list on request, and will give the notice required by Section 8.5.

A.5 Assistance and Compliance Information

School Journey will reasonably assist the School with individual or regulator requests and privacy or security assessments concerning Personal Data. The School remains responsible for responding to individuals and authorities. Once per twelve (12)-month period, School Journey will provide reasonable compliance information. If that information is insufficient and the School has a reasonable, documented basis to believe School Journey is materially noncompliant with this DPA, it may, at its expense and no more than once per twelve (12)-month period, audit relevant systems and records on thirty (30) days' notice, during business hours, subject to reasonable confidentiality safeguards and without unreasonable disruption to School Journey's operations.

A.6 Return, Deletion, and Priority

Sections 7.13 and 19 govern retention, export, and deletion. School Journey will continue to protect Personal Data retained as law requires, under a written legal hold, or under a separately agreed archival service and will process it only for that purpose. This DPA controls to the extent it conflicts with the Agreement on Personal Data processing and survives while School Journey retains Personal Data.