

Sculoo End User License Agreement

This End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and **EdTechQuest, LLC** ("**Company**"). This Agreement governs your approval of your child's ("**User**") use of **Sculoo** ("**Platform**") on any laptop, mobile device, or other tablet capable of downloading the Platform ("**Device**"). The Platform is licensed, not sold, to you or your User.

BY DOWNLOADING OR USING THE PLATFORM, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF THE USER USING THE DEVICE AND PLATFORM; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ALLOW YOUR USER TO DOWNLOAD OR USE THE PLATFORM AND DELETE IT FROM YOUR USER'S DEVICE(S).

The Platform is designed for educational use by children in grades K–6 under the supervision of a parent or guardian. It is intended solely to support learning in areas such as employability skills, leadership, critical thinking, and self-regulation. The Platform is not intended to diagnose, treat, or provide therapeutic or counseling services.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

(a) Download, install, and use the Platform for your personal, non-commercial use on a Device(s) owned or otherwise controlled by you or your User strictly in accordance with the Platform's documentation; and

(b) Access, stream, download, and use on such Device the Content and Services (as defined in 35) made available in or otherwise accessible through the Platform, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in 35.

2. License Restrictions. Except as may be expressly permitted by applicable law or expressly authorized by the Platform, you shall not:

(a) copy the Platform, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform, or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time;

(f) use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;

(g) use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in this Agreement, without Company's prior written consent;

(h) frame, mirror, or otherwise incorporate the Platform or any portion of the Platform as part of any other mobile application, website, or service;

(i) use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform; or

(j) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform.

3. Reservation of Rights. You acknowledge and agree that the Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform under this Agreement, or any other rights thereto other than to use the Platform in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Platform, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that the Company collects limited personal, technical, and account information necessary to operate, maintain, secure, and improve the Platform. The Company may also generate and use Aggregated Data, De-Identified Data, Platform Data, and Derived Data created through a User's use of the

Platform, provided such data cannot reasonably be used to identify an individual. All data is collected, used, stored, and processed in accordance with the Company's *Privacy Policy*, which complies with applicable federal and Indiana state privacy laws, including, where applicable, I.C. 20-26-21-3. The rights granted to the Company under this Agreement and the Privacy Policy, including rights to use, retain, and disclose Aggregated Data, De-Identified Data, Platform Data, and Derived Data, may be transferred or assigned to any successor entity in connection with a merger, acquisition, corporate reorganization, or other business transaction.

5. User Data and Privacy Compliance. The Platform complies with the Children's Online Privacy Protection Act ("COPPA") by collecting personal information from children under 13 only with verifiable parental consent or with consent provided on the child's behalf by a school acting as the parent's agent, as permitted by law. The Company complies with applicable federal, Indiana, and other state privacy and data-security laws. In the event of unauthorized access to personal information, the Company will provide notice to affected parents or legal guardians as required by applicable law.

The Company does not sell, rent, or trade personal information or student data, and does not use such information for targeted advertising or behavioral profiling. The Company may disclose personal information only as necessary to operate and support the Platform, fulfill legal obligations, protect user safety, or as otherwise permitted by law. The Company may create, use, disclose, and retain Aggregated Data, De-Identified Data, Platform Data, and Derived Data that cannot reasonably be used to identify an individual, including for analytics, research, service improvement, and other lawful business purposes, and such rights may be transferred to any successor entity in connection with a merger, acquisition, or other corporate transaction.

The Platform may use automated analytics or adaptive learning algorithms to personalize user experiences and measure skill growth. No automated decisions are made that affect a User's educational standing or opportunities. All insights are shared with parents and/or educators solely to support educational development.

"Aggregated Data" means data that has been combined or summarized so that it cannot reasonably be used to identify any individual, including statistical, analytical, or usage data derived from multiple users.

"De-Identified Data" means data that has been stripped of personal identifiers and processed so that it cannot reasonably be linked to a specific individual, household, or device.

"Platform Data" means operational, technical, and usage data generated through access to or use of the Services, including logs, telemetry, diagnostics, performance metrics, and analytics, but excluding personal information.

“**Derived Data**” means data created or generated by the Company from processing or analyzing personal information, Platform Data, or Aggregated Data, including insights, metrics, models, predictions, or other outputs that do not reveal personal information.

6. Content and Services. The Platform may provide you with access to Company's website located at www.sculoo.com (the "**Website**") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Platform may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by Platform's Terms of Use and Privacy Policy located at *Terms of Use* and *Privacy Policy*, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Platform, and your failure to do so may restrict you from accessing or using certain of the Platform's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

7. Geographic Restrictions. The Content and Services are based in the state of Indiana in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

8. Updates. Company may from time to time in its sole discretion develop and provide Platform updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. When your Device is connected to the internet, the Platform will automatically download and install all available Updates. You agree that all Updates will be deemed part of the Platform and be subject to all terms and conditions of this Agreement.

9. Third-Party Materials. The Platform may include links or integrations with third-party educational tools. Such tools shall be incorporated in compliance with COPPA and Indiana data privacy laws, as applicable.

10. Parental and School Rights. Parents and guardians have the right to:
- (a) Access and review their child's information processed by the Platform;
 - (b) Request correction or deletion of such information; and
 - (c) Restrict further collection or use of user data.

Requests may be submitted to: support@sculoo.com

Parents and guardians are encouraged to actively supervise their child's use of the Platform, discuss learning outcomes, and guide appropriate digital conduct. The Platform's activities are designed to complement, not replace, adult guidance.

11. Term and Termination.

(a) The term of Agreement commences when you download or use the Platform and will continue in effect until terminated by you or Company as set forth in this 411.

(b) You may terminate this Agreement by deleting the Platform and all copies thereof from your Device.

(c) Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Platform and delete all copies of the Platform from your Device(s).

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

12. Disclaimer of Warranties. THE PLATFORM IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED

RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PLATFORM.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. Data Security and Retention. The Company employs administrative, technical, and physical safeguards to protect User data against unauthorized access or disclosure. User data is retained only for as long as necessary to fulfill educational purposes or as required by law. Upon request by the parent, such data will be deleted or anonymized.

15. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Platform or your breach of this Agreement, including but not limited to the content you submit or make available through this Platform.

16. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible

the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

17. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Indiana in each case located in Hamilton County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. Entire Agreement. This Agreement and our Privacy Policy, Terms of Use, and Cancellation Policy constitute the entire agreement between you and Company with respect to the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform.

19. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.