

HUMAN CAPITAL EDUCATION, INC. – TERMS AND CONDITIONS
Effective as of June 20, 2026

These Terms and Conditions (the “**Terms**” or “**Agreement**”) govern the performance of services described in an order form (the “**Order**”) between Human Capital Education, Inc. or its affiliate (“**HCE**” or “**Partner**”) and the customer identified in the Order (“**Client**”) referencing these Terms.

1. Services and Orders. HCE shall perform the services described in each Order (“**Services**”). Each to the extent of any terms expressly included in an Order signed by each party, each Order and all deliverables described in an Order (“**Deliverables**”) are subject to and part of this Agreement. If there is conflict between the terms of this Agreement and the terms of an Order, for purposes of that Order, the terms of the Order control solely with respect to the subject matter of that Order.

2. Obligations of HCE. HCE shall perform the Services set forth in an Order in accordance with the terms of this Agreement and the Order in a timely, efficient manner using qualified personnel. HCE may subcontract any provision of Solutions or elements thereof to any Affiliate and may assign any Order to any Affiliate of HCE. HCE shall perform standard background investigation procedures, including criminal background checks and review of consumer reports and investigative consumer reports, and HCE shall not utilize or deploy for any of Client’s services any individuals whose background checks are not acceptable to HCE, applying reasonable industry standards. HCE shall, at its own expense, maintain and keep in full force and effect during the term of this Agreement insurance coverage that is customary and reasonable for service providers performing similar services, and that is commensurate with the nature and scope of the responsibilities undertaken under this Agreement. Such insurance shall include, at a minimum and where applicable, (i) Commercial General Liability Insurance, (ii) Professional Liability (Errors and Omissions) Insurance, (iii) Cyber Liability Insurance, and (iv) Workers’ Compensation Insurance as required by applicable law. Upon request, the Service Provider shall provide the Client with certificates of insurance or other evidence reasonably satisfactory to the Client confirming the existence and coverage limits of such policies. HCE shall adhere to all reasonable conditions for such access to facilities, networks, etc. as provided in advance by Client.

3. Client Responsibilities. Client shall (a) provide HCE with access to Client’s premises, office, networks, and other facilities as may reasonably be required by HCE for the purposes of performing the Services; and (b) respond promptly to any HCE request for information or approvals that HCE requires to perform the Services. HCE’s performance of the Services is excused to the extent of any delays to the Services resulting from Client’s failure to provide timely cooperation. Client represents that Client owns or otherwise has the necessary rights and consents in and relating to the Client Data (as defined below) provided by Client so that, as received by HCE and processed in accordance with this Agreement, HCE’s use of the Client Data does not infringe, misappropriate, or otherwise violate any third-party’s intellectual property rights or privacy rights or any applicable law.

4. Payment; Invoicing.

a. Fees and Expenses. Each Order sets forth the fees and charges applicable for the Services under that Order (the “**Fees**”). An Order may indicate that Client has purchased Services to be provided on a fixed-fee (by milestone or project), on a periodic-rate basis (e.g., monthly or quarterly), or at an hourly rate. An Order may identify that Client has purchased a “block” of hours of professional services or consulting services from HCE. Blocks of hours are paid in advance, are non-refundable, and expire as indicated in the Order. HCE shall incur and Client shall reimburse HCE for certain reimbursable expenses (e.g., travel), as further set forth in an Order or approved in writing by Client (collectively, “**Expenses**”). HCE shall provide supporting documentation electronically to confirm the nature and amount of any such Expenses and shall invoice for fees incurred on a monthly basis in arrears. HCE shall incur follow the reasonable travel policies, rules, and other guidelines of Client as provided in advance in writing to HCE, and HCE shall obtain Client’s approval in advance for such Expenses.

b. Payments. Client shall pay all amounts owed pursuant to the payment terms specified in the applicable Order, or, if no time is specified in the Order, within 30 days of the date of HCE’s invoice. If Client fails to make any payment when due, without limiting HCE’s other rights and remedies: (i) HCE may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) if such failure continues for 15 days or more, HCE may suspend Client’s access to any portion or all of the Services until such amounts are paid in full. If Client disputes any invoiced amount, in whole or in part, Client shall identify in writing to Service Provider the basis for any dispute, pay the undisputed amounts pursuant to this Section, and pay any amounts deemed payable within 30 days of resolution of such dispute.

c. Taxes. Each party shall pay all applicable federal, state, county, and local taxes, and other governmental impositions on that party resulting from the provision of the Services under this Agreement, (collectively “**Taxes**”). Client shall pay for any sales, use, value-add, or similar Taxes appropriately identified on an invoice from HCE. Client may provide applicable tax-exempt information to HCE establishing that no Taxes are due on the provision of any Services. For the avoidance of doubt, in no event shall either party be required to pay any taxes imposed on, or regarding, the other party’s income, revenues, gross receipts, personnel, real or personal property, or other assets, or for the payment and withholding of social security and other payroll taxes, unemployment insurance, workers’ compensation insurance payments and disability benefits that are the responsibility of the other party.

5. Termination.

a. Term and Extensions. These Terms apply to the performance of any Services under an Order, or for any renewals of such Order. Unless otherwise stated in an Order, no Orders renew except with Client’s express written consent; if both parties continue to perform past the stated duration of any Services in an order without written confirmation of the renewal, such Services and the Order are subject to termination upon 15 days’ written notice from either party.

b. Termination of Agreement and Orders. Except as set forth herein or in an Order, no Order may be terminated prior to completion of the Services described in the Order. A party may terminate this Agreement or an Order upon notice if the other party materially breaches any provision of these Terms and fails to cure such breach within 30 days after being provided with written notice of such breach.

c. Effects of Termination. Upon termination of this Agreement or any Order: all amounts owed to HCE under this Agreement before such termination are due and payable in accordance with this Agreement; and HCE shall promptly take reasonable steps to return or erase all Client Data and Confidential Information, except that HCE may retain Confidential Information (not including any PII as defined below) in HCE's archived backup files and as required by HCE's reasonable and legal data retention policies. Any terms that by their nature survive, along with any definitions or provisions required to enforce or interpret the foregoing, survive expiration or termination of this Agreement.

6. *Data and Information Security.*

a. Data Processing. HCE does not expect to process any personally-identifiable information (other than basic business contact information of Client) ("PII") in connection with the Services. If the parties mutually determine that HCE will process any PII, the parties agree that HCE's then-current data processing terms and privacy policy apply and govern processing of such PII. HCE shall implement and maintain an information security program that contains industry standard administrative, technical, and physical safeguards to protect the confidentiality, security, and integrity of Client Confidential Information, including Client Data. HCE shall comply at all times with HCE's privacy policy available at <https://elsmereeducation.com/privacy-policy/> ("**Privacy Policy**"). The Privacy Policy is subject to change as described therein.

b. FERPA. To the extent applicable, HCE acknowledges that HCE is acting as a school official with a legitimate educational interest in any Educational Records and related information supplied by Client, and HCE shall provide the Services in compliance with FERPA and the regulations and rules governing (the "**FERPA Rules**").

c. Aggregated Data. Notwithstanding anything to the contrary in this Agreement, HCE may monitor and collect data regarding Client's use of the Services and collect and compile data and information related to Client's and its users' use of the Services to be used by HCE in an (either or both) aggregated or anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services, for purposes of benchmarking and identifying comparisons across HCE customers and the industry, to improve the Services, and to publish information related to the use of the Services, *provided, however*, that such data cannot reasonably be used to identify Client or any individual user or data subject without Client's or such data subject's consent ("**Aggregated Data**"). As between HCE and Client, all right, title, and interest in Aggregated Data, and all intellectual property rights therein, belong to and are retained solely by HCE.

7. Public Records and Confidentiality. HCE acknowledges that, if Client is a state or other public entity, this Agreement and certain records relating to this Agreement may be subject to disclosure under applicable public records, freedom of information, or open meetings laws (collectively, "**Public Records Laws**"). If Client receives a request for disclosure of information that HCE has designated as confidential, Client shall, to the extent permitted by Applicable Law, (i) provide prompt written notice to HCE of the request, and (ii) cooperate with HCE, at HCE's expense, in seeking to assert any applicable exemption from disclosure. HCE acknowledges and agrees that Client's obligations under Public Records Laws control in the event of any conflict with this Agreement, and Client shall not be liable for disclosures made in compliance with such Public Records Laws. "**Confidential Information**" means all private and proprietary information of one party ("**Discloser**") disclosed to the other party ("**Receiver**"), whether orally or in writing, that is designated as confidential or should be reasonably understood to be confidential, given the nature of the information and/or the circumstances of disclosure. Confidential Information does not include any information that: (A) is or becomes generally known to the public through no fault of Receiver; (B) was known to Receiver prior to its disclosure by Discloser; (C) was independently developed by Receiver without breaching any obligation owed to Discloser; or (D) is received from a third-party without breach of any obligation owed to Discloser. For clarity, User Data is not Confidential Information of either party. Subject to applicable state freedom of information laws, Receiver shall not disclose or use Discloser's Confidential Information for any purpose outside the scope of this Agreement without Discloser's prior written permission. Each party shall protect the other party's Confidential Information in the same manner that the party protects the confidentiality of such party's own proprietary and confidential information, but in no event shall either party exercise less than reasonable care. If a party is compelled by law to disclose the other party's Confidential Information (including in connection with any state freedom of information laws or court-ordered disclosure), the compelled party shall provide the other party reasonable prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's sole expense, if the other party wishes to contest the disclosure. If Receiver discloses or uses (or threatens to disclose or use) Discloser's Confidential Information in violation of this Section, Discloser, in addition to any other remedies available to it, has the right to seek injunctive relief to enjoin Receiver, without any obligation to post a bond, as the parties specifically acknowledge that any other available remedies may be inadequate. This Section survives the expiration or termination of this Agreement for 3 years, unless the Confidential Information at issue constitutes Discloser's trade secret(s) (identified as such at the time of disclosure by the Discloser), in which case this Section survives until the trade secret protection (under applicable law) is lost.

8. *Intellectual Property Rights and Use of Marks.*

a. "**Client Data**" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received by HCE from or provided to HCE by Client through the Services. All Client Data remains at all times the property of Client.

b. "**Custom Works**" means any custom materials to be authored by HCE as part of the Services that are specifically identified in an Order as "Custom Works" or "Work Product" and materials in which the copyrights are to be vested in Client. Custom Works specifically exclude any pre-existing intellectual property rights of HCE and any methodologies, know-how, Confidential Information, trade secrets, formulas, algorithms, or other materials or intellectual property rights that HCE uses to author or incorporates into the Custom Works, all of which remain the sole and exclusive property of HCE and, to the extent provided to Client in connection with the delivery of any Custom Work, are licensed to Client as Content. HCE

hereby assigns, transfers, and conveys to Client all copyrights, on a perpetual and worldwide basis, that HCE may have or may purport to have or hereafter acquire, in or to any Custom Works, and all intellectual property rights therein, as of the moment of creation with no further act or action required.

c. **“Content”** means any reports, presentations, files, documentation, spreadsheets, memos, and other information provided by HCE to Client, including any output or responses provided by the Software; “Content” expressly does not include any Confidential Information or Client, or any Client Data that may be embodied in such materials or information provided by HCE to Client. For clarity, Content specifically does not include any Client Data or Confidential Information of Client that may be incorporated into or reproduced in any Content provided to Client hereunder, and such all Client Data and Confidential Information remains the sole and exclusive property of Client and its Users and licensors, subject to the obligations of confidentiality in this Agreement. Unless an Order specifically identifies Content as a Custom Work subject to the terms set forth above, all Content remains the property of HCE or its licensors. Subject to the terms of this Agreement (including Client’s obligations of confidentiality), HCE grants Client a limited, non-exclusive, non-transferable, and irrevocable license to access and use the Content made available to Client through the Services, including the output and results of any use of the Services, solely for Client’s internal business purposes. Client may not sublicense, publish, distribute, or create derivative works of the Content for the benefit of third parties without HCE’s prior written consent.

d. Neither party may use the other’s name and trademarks (including use of logos) in marketing materials or on its website without the express prior written consent of the other party.

9. **Representations, Warranties, and Disclaimers.** HCE represents to Client that HCE shall perform the Services using personnel of required skill, experience, and qualifications, in accordance with generally recognized industry standards, shall devote adequate resources to meet HCE’s obligations under this Agreement. HCE does not represent that the Services will be completely error-free. If Client notifies HCE of a failure or error in the Services that indicates a breach of the foregoing warranties (each, an **“Error”**) within 30 days after delivery or performance of the Service, as HCE’s sole obligation and Client’s exclusive remedy, HCE shall, at HCE’s own expense use commercially reasonable efforts to reperform the affected Services or otherwise correct or provide a workaround for such Error. The warranties set forth in this Section do not apply to any Error caused by Client or any requirements or instructions of Client’s. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. **Indemnification.** The following are subject to and not intended to supersede or conflict with any state laws that govern Client or agreements into which Client may enter, if Client is a state entity, and the following apply only to the extent consistent with and permissible under applicable law: The following obligations are conditioned on the party seeking defense and indemnification: (i) promptly notifying the indemnifying party in writing of such Claim; (ii) giving the indemnifying party sole control of the defense of the Claim and any related settlement negotiations; and (iii) cooperating and, at the indemnifying party’s request and reasonable expense, assisting in such defense.

a. **By HCE.** HCE shall defend, indemnify, and hold harmless Client from and against any and all Claims made or brought against Client by any third party claim to the extent of: (i) any personal injury (including death) or property damage arising from HCE’s negligence, gross negligence, or willful misconduct, or (ii) any claim Client’s use of the Work Product, Services, or Content infringes or misappropriates such third party’s intellectual property rights, excluding to the extent of any Client Data, materials, information, specifications, requirements, or other items required for use or incorporation by Client. With respect to any claim of infringement or misappropriation, if such a third-party Claim is made or HCE reasonably anticipates such a third-party Claim may be made, HCE may, at HCE’s sole discretion, (i) modify or replace the Work Product, Services or Content, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Client to continue such use in accordance with the terms of this Agreement. If HCE determines that neither alternative is reasonably available, HCE may terminate this Agreement or the applicable Order, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. This Section sets forth Client’s sole remedies and HCE’s sole liability and obligation for any actual, threatened, or alleged third party claims. HCE’s indemnity above will not apply to any such third-party claim arising from Client Data or third party components.

b. **Client Indemnification.** To the extent permissible under applicable law, Client shall defend, indemnify, and hold harmless HCE from and against any and all Claims made or brought against HCE by a third party to the extent that such Claim is based upon HCE’s use of any Client Data, materials, information, specifications, requirements, or other items required for use or incorporation by Client or HCE’s use of any such items. Notwithstanding the foregoing, Client shall have no obligation under this Section with respect to any Claim to the extent based upon HCE’s use of the Client Data in violation of this Agreement. The Client’s obligations in this Section do not apply to the extent expressly prohibited by applicable law.

11. **Limitations of Liability.** TO THE EXTENT PERMISSIBLE UNDER APPLICABLE STATE LAW: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) HCE’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY PARTNER TO HCE UNDER THIS AGREEMENT DURING THE 6 MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIMS; AND (C) THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION DO NOT APPLY TO: ANY CLAIMS OR LIABILITIES THAT UNDER APPLICABLE STATE LAW CANNOT BE LIMITED, A PARTY’S OBLIGATIONS

OF DEFENSE AND INDEMNIFICATION, TO LIABILITY ARISING FROM A PARTY'S BREACH OF A PARTY'S OBLIGATIONS OF CONFIDENTIALITY, OR TO LIABILITY ARISING FROM PARTNER'S BREACH OF ANY LICENSE TERMS.

12. *Miscellaneous.*

a. Interpretation. For purposes of this Agreement: (i) the words "include," "includes," and "including" are not exhaustive and are deemed to be followed by the words "without limitation" and "but not limited to"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereunder" and the like refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) the section headings are for reference only and do not affect the interpretation of this Agreement. The exhibits, schedules, attachments, referenced documents and policies, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Both parties acknowledge and agree that this Agreement is not to be construed against either party by virtue of its having drafted any part(s) of these Terms.

b. Independent Contractor. The relationship between HCE and Client is that of independent contractors. Nothing contained in these Terms creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and no party shall have authority to contract for or bind the other Party in any manner.

c. Affiliates and Subcontractors. HCE may enter into these Terms on behalf of any of its Affiliates, where "**Affiliate**" means a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party, where "control" means ownership of at least 50% of the voting shares of an entity or otherwise the right to direct and control the management of an entity. All employees, agents, representatives and consultants of each party and their respective Affiliates are required to comply with the terms of these Terms, and each party, respectively, shall be responsible for any breach thereof and the performance or non-performance of each such individuals. Subject to the foregoing, HCE may retain and use such subcontractors as, in HCE's sole judgment, may be necessary to complete HCE's duties and obligations under these Terms, including any Affiliate of HCE. HCE shall be solely responsible for paying its subcontractors and for any act or omission of a subcontractor that would, if committed or omitted by HCE directly, be a breach of these Terms.

d. Amendments; Severability; Waiver. No amendment to or modification of these Terms is effective unless in writing, identified as an amendment or modification to these Terms, and signed by each party. If any term or provision of these Terms is found to be invalid, illegal, or unenforceable in any jurisdiction by a court of competent jurisdiction, no other term or provision of these Terms will be affected, invalidated, or rendered unenforceable in any other jurisdiction. Upon a judicial determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify these Terms to reflect the parties' original intent such that the transactions contemplated herein be consummated as originally contemplated to the greatest extent possible. Any waiver by either party of any provision or condition of these Terms is not to be construed as a waiver of any other provision or condition of these Terms, nor a waiver of subsequent breach of the same provision or condition, unless the waiver is in writing and signed by the party to be bound.

e. Notices. To be effective, all notices, requests, consents, claims, demands, waivers, and other communications hereunder will be (i) in writing, (ii) sent to the respective parties at their addresses on the cover page hereto (or to any other address designated by a party in writing), and (iii) deemed to have been given: (A) upon hand-delivery; (B) upon the intended recipient's receipt if sent via nationally recognized overnight courier (delivery receipt requested); or (C) if confirmed via email or other writing.

f. Assignment. Neither party shall assign or transfer this Agreement, including any rights or obligations hereunder, without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed; however, either party may assign and transfer this Agreement (in whole but not in part) without such prior written consent to an Affiliate or to a third party that acquires all or substantially all of a party's business assets or voting shares of equity. Any attempt by a Party to assign this Agreement, or any of its rights or obligations hereunder, in contravention of this section are null and void and of no effect.

g. Force Majeure. Notwithstanding anything to the contrary herein, neither party shall be responsible for delays or failure in performance of this Agreement (other than a failure to pay any amounts due) to the extent that such party was hindered in its performance by any circumstances beyond the reasonable control of that party, including any act of God, pandemic, act or order of governmental authority, civil commotion, war, act of terrorism, labor dispute, unavailability or shortages of materials or data, or any other occurrence beyond its reasonable control (collectively, "**Force Majeure**"). A party shall take all reasonable steps to notify the other party of a Force Majeure following knowledge of the event and shall take all reasonable steps to minimize the impact of the Force Majeure.

h. Governing Law and Dispute Resolution. Except to the extent that Client is a state entity, in which case the laws of the state of which Client is an agency govern these Terms, the laws of the state of Delaware govern the interpretation and enforcement of these Terms, without regard to choice of law provisions that would require the application of the laws of a different jurisdiction. Any claim, lawsuit, or other action to be filed by a parties to these terms must be filed in (i) in the case of state entities, the Client's state of domicile, or (ii) the state or federal courts for Colorado, New York, or Illinois, and each party hereby submits to the jurisdiction of such courts.

i. Whole Agreement and Counterparts. These Terms (including the terms set forth in each applicable Order) represent the entire agreement of the parties with respect to the subject matter of the Order and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to this subject matter. Unless otherwise stated herein, there are no third-party beneficiaries to this Agreement. This Agreement may be executed in counterparts, each of which is an original, but all of which together are one and the same agreement. Electronic transmissions of and or electronic versions of this Agreement have the same legal effect as delivery of an original, signed copy of this Agreement. Electronic signatures, including scanned copies of original signatures, are accepted as original signatures.