

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“**Agreement**”) GOVERNS CUSTOMER’S ACQUISITION AND USE OF THE COMPANY’S PLATFORM. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING THE “I ACCEPT” BOX OR ANY OTHER BOX INDICATING ACCEPTANCE, OR (2) EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF AN ORGANIZATION, INSTITUTION, OR LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION, INSTITUTION, OR LEGAL ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” REFERS TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PLATFORM.

BY ACCEPTING THIS AGREEMENT, CUSTOMER: (A) AUTHORIZES AND INSTRUCTS COMPANY TO ACCESS AND USE CUSTOMER DATA FOR THE PURPOSES OF PROVIDING THE PLATFORM IN ACCORDANCE WITH THE AGREEMENT AND THE FURTHERANCE OF CUSTOMER’S EDUCATIONAL PURPOSES; (B) AUTHORIZES AND INSTRUCTS THE COMPANY AND THE PLATFORM TO RUN INSIDE AND ACCESS CUSTOMER’S SIS; AND (C) ACKNOWLEDGES THAT COMPANY WILL PROCESS: (I) EDUCATION RECORDS CONTAINED WITHIN CUSTOMER DATA TO PROVIDE THE PLATFORM AND SERVICES TO CUSTOMER AS A “SCHOOL OFFICIAL” UNDER THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT, 20 U.S.C. § 1232G; (II) PERSONAL INFORMATION CONTAINED WITHIN CUSTOMER DATA AS A SERVICE PROVIDER OR PROCESSOR (AS APPLICABLE) UNDER PRIVACY LAWS (INCLUDING UNDER THE CALIFORNIA CONSUMER PRIVACY ACT, CAL. CIV. CODE § 1798.100); AND (III) “COVERED INFORMATION” CONTAINED WITHIN CUSTOMER DATA AS AN “OPERATOR,” “TECHNOLOGY PROVIDER,” OR “SCHOOL SERVICE PROVIDER” (OR THE EQUIVALENT TERM) UNDER U.S. STATE STUDENT PRIVACY LAWS.

The Platform may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Company’s direct competitors are prohibited from accessing the Platform, except with Company’s prior written consent.

This Agreement was last updated on February 7, 2024. It is effective between Customer and Company as of the date of Customer’s accepting this Agreement (the “**Effective Date**”).

### 1. DEFINITIONS

- 1.1. “**Admin Console**” if applicable, means the console, tools, or portals provided by Company to Customer for administering the Platform.
- 1.2. “**Administrators**” if applicable, mean the Customer-designated technical personnel who administer the Platform on Customer’s behalf.
- 1.3. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with a Party. For the purposes of this definition, “**control**” and its cognates mean direct or indirect ownership of more than 50% of the voting interests of the applicable Party.
- 1.4. “**Claim**” means any claim, action, proceeding, or suit.
- 1.5. “**Company**” means Level Data, LLC or the Affiliate of Level Data, LLC identified in the Order.
- 1.6. “**Customer**” means the organization, institution, or legal entity accepting this Agreement, or in the case of an individual accepting this Agreement on behalf of an organization, institution, or legal entity, the organization, institution, or legal entity for which such individual is accepting this Agreement.
- 1.7. “**Customer Data**” means any information that is imported by or on behalf of Customer into the Services from Customer’s internal data stores or other third-party data providers in connection with Customer’s use of the Services, including education records, library, transportation, nutrition, directory information, student information system or other SIS records and data. For the avoidance of doubt, Customer Data does not include Usage Data (defined below) or De-Identified Data (defined below).
- 1.8. “**Deliverables**” means the materials developed and provided to Customer by Company in performing the Professional Services.
- 1.9. “**Law**” means all federal, state, local and self-regulating laws, regulations, binding orders, and ordinances, applicable to such Party in its performance of this Agreement, including privacy laws and regulations governing such Party.
- 1.10. “**Order**” means any sales order, purchase order, online order, order confirmation, or other ordering document for Services (that either references or links to this Agreement or to which this Agreement is attached) that is executed by Company and the Customer.
- 1.11. “**Party(ies)**” means, individually and collectively, Customer and Company.
- 1.12. “**Platform**” means, individually and collectively, the Services, Software, Deliverables, and Reports.
- 1.13. “**Professional Services**” means any consulting, training, implementation, or technical services provided by Company to Customer, as expressly set out in an Order.

1.14. **“Reports”** means any graphical or numerical display of Customer Data that contains Company’s proprietary design, look and feel, and is generated by the Services.

1.15. **“Sensitive Data”** means an individual’s financial information, sexual preferences, medical or health information protected under any health data protection laws (including any data protected under Health Insurance Portability and Accountability Act), biometric data (for purposes of uniquely identifying an individual) and any additional types of information included within this term or any similar term (such as “sensitive personal information” or “special categories of personal information”) as used in applicable data protection or privacy laws.

1.16. **“Services”** means the services specified in an Order.

1.17. **“SIS”** means any student information system, student management system, school administration software, student administration system or any other third-party student information system.

1.18. **“User”** means a Customer’s employees who are authorized to use the Services under Customer’s account.

## 2. COMPANY SERVICES

2.1. **Access to Services and Reports.** Subject to Customer’s continuing compliance with its obligations set forth in this Agreement and solely during the applicable Order Term (defined below): (a) Company will provide, on a non-exclusive basis, access to the Services to: (i) each User authorized under an applicable Order pursuant to (and subject to such User complying with) this Agreement; and (ii) if applicable, access to the Admin Console for the Administrator(s) to manage Customer’s use of the Services (and each User’s ability to access the Services); and, (b) Customer may store, access, and download Customer Data (and, where applicable, Reports made available via the Services from time to time) in connection with the Services; in each case, solely for Customer’s internal business purposes and in accordance with the provisions of this Agreement, the applicable Order, and documentation (if any) provided or made available by Company. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features.

2.2. **Software.** Certain of the Services (or features thereof) may require the Customer to install software applications (the **“Software”**) to access such Services or features. Subject to the terms and conditions of this Agreement, Customer is hereby granted a limited, non-sublicensable, non-transferable, revocable, non-exclusive right to install and use the Software with the Services solely for Customer’s internal business purposes during the applicable Order Term (defined below).

2.3. **Eligibility.** Customer may designate a User as being eligible to access the Platform by: (a) providing Company with a monthly report (in a format acceptable to Company) identifying such Users; (b) uploading the User information or otherwise onboarding the User directly via the Admin Console; (c) enabling single sign-on functionality for such User; or (d) such other methods as agreed upon by the Parties. Customer will provide all notices and obtain all consents as required by Law or any agreement with a third-party to share the Customer Data with Company for Company’s processing in accordance with the Agreement.

2.4. **Professional Services.** Absent the execution of an Order for Professional Services, this Agreement does not, in and of itself, represent a commitment by Company to deliver Professional Services or Deliverables. Without limiting or modifying any rights granted to Customer for the Services, Company will provide, on a non-exclusive basis, access to the Deliverables to Customer solely for use with the Services for Customer’s internal business purposes during the applicable Order Term. For Professional Services, Customer will not provide access to Customer Data to Company unless specifically agreed to by Company in writing.

## 3. CUSTOMER’S OBLIGATIONS

3.1. **Access Restrictions.** Customer will not: (a) make the Platform available to, or use the Platform for the benefit of, anyone other than Customer; (b) sublicense, resell, time share, or similarly exploit the Platform; (c) reverse engineer, disassemble, decompile, translate, create derivative works of, modify, adapt, or hack the Platform, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks; (d) access or use the Platform (including any output) to build a competitive product or service or train any models; (e) use the Platform in any manner that interferes with or disrupts the integrity or performance of the Platform or the components of the Platform; (f) use any automated or programmatic method to extract data or output from the Platform; (g) remove, obscure, or alter any proprietary notices associated with the Platform (including any notices in Reports); (h) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful to the Platform; (i) use the Platform in violation of any Law. Company may establish, limit, revoke, and otherwise change credit and credit User, service capacity, usage limits and terms at any time, in Company’s sole discretion, with or without notice to Customer.

3.2. **Admin Console.** Customer may use the Admin Console to specify one or more Administrators who will have the right to: (a) access the Admin Console; and (b) manage and grant Users access to the Platform. Customer will protect its Admin Console (and will cause its Users to protect their) username and passwords (**“Account Information”**) from unauthorized access, use, or disclosure; and Customer is responsible for all activities in or with the Platform performed using such Account Information. Company’s responsibilities do not extend to the internal management or administration of the Platform for Customer.

3.3. **Consents.** Customer represents, warrants, and covenants that it has obtained all rights and appropriate consents (and provided proper notices), in each case, required by Law or any agreement with a third-party, to provide the Customer Data to Company for Company’s provision of Platform and processing of such Customer Data in accordance with this Agreement, including all parental consents.

3.4. **Sensitive Data.** Except as expressly permitted in an Order, Customer will not: (a) collect, process, or store any Sensitive Data using the Platform; or (b) transmit, disclose, or make available Sensitive Data to Company, its Affiliates, or third-party providers.

3.5. Third-Party Providers. Customer is responsible for complying with any applicable terms and conditions of any third-party data, products, services, and platforms used by Customer in conjunction with the Platform.

#### 4. COMPENSATION & PAYMENT

4.1. Fees. Customer will pay Company all costs, fees, expenses, and other charges specified in each Order (collectively, “Fees”) within thirty (30) days of the date of the invoice issued by Company, unless a different period is specified in the applicable Order. Payment obligations are non-cancelable, Fees paid to Company are non-refundable, and quantities purchased cannot be decreased during the relevant Order Term. The Fees do not include taxes. Customer will pay all applicable taxes, levies, and duties associated with its purchase under this Agreement. Following the Initial Order Term (defined below), Company may on an annual basis change the Fees charged under an Order by providing Customer with at least thirty (30) days prior notice thereof. For clarity, Customer may add additional Services to an Order during the Order Term at the then-current Fees for such Services, prorated for the portion of the Order Term remaining at the time such Services are added; provided any added Services will terminate at the end of the Order Term.

4.2. Late Payment. Any amount due under this Agreement that remains unpaid after its due date will bear interest from the date that such payment became delinquent until the date such amount is paid in full at the lower of one and one-half percent (1.5%) per month or the maximum rate permitted by Law, calculated from the date such amount was due until the date that payment is received. Customer will pay Company such interest and all costs and expenses (including attorneys’ fees) incurred by Company for collecting any such past due amounts.

#### 5. INTELLECTUAL PROPERTY; FEEDBACK

5.1. Company IP. As between Company and Customer, Company owns all right, title, and interest, including all intellectual property rights, in and to the Platform (excluding Customer Data), De-Identified Data, Usage Data, Professional Services, and any other technology, software, plug-ins, toolkits, information, reports, program, or marketing materials provided by Company to Customer, including via the Platform (collectively, “**Company IP**”). All rights in the Company IP not expressly granted to Customer in this Agreement are reserved by Company. Company may develop, modify, improve, support, customize, and operate its Platform and Professional Services based on Customer’s or its Users’ access or use, as applicable, of any Platform in such a manner that neither Customer nor any individual can be identified from such information (“**Usage Data**”).

5.2. Feedback. Customer or Users may (but is not obligated to) provide Company with suggestions, ideas, enhancement requests, or other feedback (“**Feedback**”). If Customer provides any such Feedback to Company, Customer hereby grants Company a nonexclusive, unrestricted, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and otherwise practice such Feedback.

#### 6. DATA

6.1. Customer Data. Customer owns all Customer Data. Customer hereby instructs Company and its Affiliates and grants Company and its Affiliates a non-exclusive, worldwide, transferable, sublicensable, royalty-free license to use, copy, index, store, model, modify, create derivative works of, analyze, access, transmit, and display Customer Data during the Term to: (a) perform Company’s obligations under this Agreement; and (b) derive, create, and otherwise generate de-identified information and data (“**De-Identified Data**”). Customer will provide necessary access to third-party service providers acting on Company’s behalf (such as Amazon Web Services, Azure, and Google Cloud). Customer will facilitate a means for Company to securely access Customer’s SIS and Customer Data. Customer acknowledges that Company will process: (i) education records contained within Customer Data to provide the Platform and Services to Customer as a “School Official” under the Family Educational Rights And Privacy Act, 20 U.S.C. § 1232g; (ii) personal information contained within Customer Data as a service provider or processor (as applicable) under privacy Laws (including under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100); and (iii) “Covered Information” contained within Customer Data as an “Operator,” “Technology Provider,” or “School Service Provider” (or the equivalent term) under U.S. state student privacy laws.

6.2. No Sale or Sharing of Personal Information. Company shall not “sell” or “share” any personal information (as the term is defined under Laws) within Customer Data with third parties within the meaning of terms “sell” or “share” under applicable Laws. The Parties acknowledge and agree that: (a) Company has not and will not receive any monetary or other valuable consideration in exchange for Company’s receipt of personal information within Customer Data; and (b) any consideration paid by Customer to Company under the Agreement is only for Company’s provision of the Services described in the Order and the Platform. Company shall not collect, retain, use, process, or disclose Customer Data containing personal information: (i) for any commercial purpose other than for the specific purpose of providing the Services and the Platform to Customer pursuant to the Agreement; or (ii) outside of the direct business relationship between Company and Customer, unless expressly permitted by applicable Law.

6.3. Protection of Customer Data. Company will maintain reasonable administrative, physical, and technical safeguards to protect the Customer Data. Company may update such security protections from time to time; provided, however, that Company will not update or modify any security protections in a manner that materially decreases its security controls.

#### 7. TERM AND TERMINATION

7.1. Agreement Term. Unless terminated earlier as provided in the Agreement, this Agreement commences on the Effective Date and continues until no Orders remain in effect for ninety (90) consecutive days (the “**Term**”).

7.2. Order Term. Unless provided otherwise in an Order, each Order will remain in effect for the initial term specified in such Order (or, if no such initial term is specified, for one year) (“**Initial Order Term**”) and will automatically renew for consecutive one-year terms unless a Party provides written notice of non-renewal at least thirty (30) days prior to any renewal of each such Order (collectively, with the “**Order Term**”). All Customer and User access, use, and other rights under an applicable Order will terminate when the Order terminates or expires. For clarity, a new Order does not constitute a renewal of any prior Order.

7.3. **Termination for Cause.** A Party may terminate this Agreement (including any Orders) if the other Party materially breaches this Agreement, and such breach is not cured within thirty (30) days after the non-breaching Party has provided the breaching Party written notice thereof.

7.4. **Effects of Termination.** Upon the termination or expiration of this Agreement, the Platform and all of Customer's rights under this Agreement (including all Orders) will immediately terminate. Company will destroy or anonymize all Customer Data, in the manner and on the schedule as required by Law, and in accordance with Company's then-current data deletion practices. Termination or expiration will not relieve either Party of obligations incurred prior to the effective date of the termination or expiration. The following Sections survive the expiration or termination of this Agreement: 1, 3.3, 4 (with respect to amounts accrued prior to or amounts owed to Company after expiration or termination), 5, 6.1, 7.4, 8, 9.3, 10 and 11.

7.5. **Suspension.** Company may suspend access to all or any part of the Platform: (a) under an Order immediately when the Order terminates or expires; (b) under all Orders with thirty (30) days' written notice, if Customer fails to make any payments when due; and Fees will continue to accrue during any such suspension; or (c) under all Orders: (i) immediately if Customer or any of its Users breach any of Sections 3.1, 3.3, or 3.4; or (ii) if Customer breaches any other Section of this Agreement, and such breach is not cured within thirty (30) days after Company has provided Customer written notice thereof.

## 8. CONFIDENTIAL INFORMATION

8.1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means any nonpublic or proprietary information disclosed by a Party ("**Discloser**") to the other Party ("**Recipient**"), whether orally or in writing, that: (a) is marked or declared "Confidential" or "Proprietary" or in some other manner to indicate its confidential nature; or (b) based upon the facts and circumstances of the disclosure, information that a reasonable person would consider confidential. For clarity, Customer Data is the Confidential Information of Customer, and the terms of this Agreement, and all pricing information under this Agreement or an applicable Order, is Confidential Information of Company. Confidential Information does not include any information that: (i) was publicly available prior to the time of disclosure by the Discloser; (ii) becomes publicly available after disclosure by the Discloser to the Recipient through no action or inaction of the Recipient; (iii) is already in the lawful possession of the Recipient at the time of disclosure; (iv) is obtained by the Recipient from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

8.2. **Protection of Confidential Information.** Recipient will: (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not use any Confidential Information for any purpose outside the scope of this Agreement; and (c) only disclose Confidential Information of the Discloser to those of its and its Affiliates' employees, contractors, and agents ("**Representative(s)**") who are bound in writing by confidentiality obligations at least as protective as this Agreement and need such access for purposes consistent with this Agreement. If any Representative discloses or uses Confidential Information other than as authorized in this Agreement, Recipient will be liable to Discloser for such disclosure or use to the same extent that Recipient would have been liable had Recipient performed such unauthorized disclosure or use.

8.3. **Compelled Access or Disclosure.** Notwithstanding any language to the contrary, Recipient may disclose Confidential Information if it is compelled by Law to do so, if Recipient gives the Discloser prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Discloser's cost, if Discloser wishes to contest such disclosure.

## 9. WARRANTY; DISCLAIMER

9.1. **Warranty.** Each Party represents and warrants that: (a) it has full power and authority to enter into this Agreement; and (b) the person signing this Agreement on its behalf has the authority to do so.

9.2. **Compliance.** In the performance of this Agreement, each Party will comply with the Law applicable to it.

9.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PLATFORM, THE PROFESSIONAL SERVICES AND ANY OTHER INFORMATION (INCLUDING THE REPORTS) ARE PROVIDED BY COMPANY "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND; AND, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER (INCLUDING WITH RESPECT TO THE USE OF, OR THE RESULTS FROM THE USE OF, THE PLATFORM), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, SATISFACTORY QUALITY, WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE, OR THAT THE PLATFORM, PROFESSIONAL SERVICES, AND ANY OTHER INFORMATION PROVIDED BY COMPANY ARE OR WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED. CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF COMPANY TO ANY PERSON.

## 10. LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1. **Limitation of Liability.** EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.2, EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CUSTOMER'S BREACH OF SECTION 3.3, ANY UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF COMPANY IP, OR CUSTOMER'S FAILURE TO PAY ANY AMOUNTS DUE UNDER THIS AGREEMENT, TO THE GREATEST EXTENT PERMITTED BY LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR

OTHERWISE: (A) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SUFFERED BY CUSTOMER OR OTHERS (INCLUDING ANY LOST PROFITS, LOST REVENUE OR LOSS OF GOODWILL); AND (B) EACH PARTY'S TOTAL AND CUMULATIVE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR PERTAINING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE AGREED UPON COMPENSATION AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10.2. Customer Indemnification. To the fullest extent permitted by Law, Customer will defend Company and its directors, officers, and employees against any third-party Claim and will pay for the resulting costs and damages finally awarded against Company to such third party by a court of competent jurisdiction or agreed to in settlement by Customer (such agreement not to be unreasonably, withheld, conditioned, or delayed), arising from any allegation that: (a) the Customer Data or other content or information provided by Customer to Company infringes, misappropriates, or violates the rights of a third party; or (b) Customer's use of the Platform in violation of Law.

## 11. GENERAL

11.1. Independent Contractors; Third-Party Beneficiaries. The Parties are independent contractors; and nothing contained in this Agreement gives either Party the power to act as an agent of the other or to direct or control the day-to-day activities of the other. There are no third-party beneficiaries to this Agreement.

11.2. Assignment. Customer may not assign its rights or delegate its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Company. Any amalgamation or merger of Customer with any third party, or the purchase of all or substantially all of the assets or equity of Customer, will be deemed an assignment requiring consent. Any attempted transfer in violation of this Section is void. Company may, without the prior written consent of Customer, assign or delegate all or any part of its obligations under this Agreement.

11.3. Notices. Any notice must be in writing and will be effective upon delivery as follows: (a) if to Customer, when (i) delivered via registered mail, return receipt requested, or overnight delivery service to the address specified in an Order; or (ii) when sent via email to the email address specified in an Order or otherwise on record for Customer; and (b) if to Company, when sent via email to MSA@leveldata.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: Level Data, LLC, Attn: Accounting 6850 Stadium Drive, Kalamazoo MI 49009. Either Party may change its address for receipt of notices by providing notice to the other Party in accordance with this Section.

11.4. Force Majeure. Neither Party will be liable to the other Party for the nonperformance of any obligation under this Agreement (other than any payment obligation) arising from any cause beyond such Party's or its suppliers' reasonable control, regardless of whether such cause is foreseeable, including any: (a) act of God; (b) flood, fire, explosion, earthquake, or natural disaster; (c) act of terrorism, war, revolution, invasion, riot, or other civil or military disturbances or acts of public enemies; (d) act, regulation, order, or Law of any government, civil or military authority, or any injunction of any nature; (e) embargo, blockade, tariff, or other trade restriction in effect on or after the Effective Date; (f) national or regional emergency; (g) epidemic, pandemic, or other contagion, including COVID-19; (h) strike, lockout, labor dispute, stoppage or slowdown, or other industrial disturbance; (i) casualty or accident; (j) denial of service attacks and other malicious conduct; or (k) inability to procure, or any interruption, loss, malfunction, or shortage of, any supplies, services, products, equipment, transportation, utilities, communications, or computer software, hardware, or services.

11.5. Governing Law. This Agreement and all proceedings arising hereunder will be governed by and construed in accordance with the laws of the state where the Customer is located without reference to its principles of conflicts of law. The exclusive jurisdiction and venue for all legal actions arising out of or related to this Agreement will be in federal or state courts of the state where the Customer is located. The Parties expressly exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement.

11.6. Severability. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future Law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such Law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and all the remaining provisions of this Agreement will remain unimpaired.

11.7. Publicity. Neither Party will issue any press releases or make any social media posts referencing the other Party except with the prior written permission of the other Party or as required by Law. Without limiting the foregoing, Company may use Customer's name, logo, or marks for the purpose of marketing the Services without prior approval.

11.8. Amendment and Waiver. No modification, amendment, or waiver of any provision of this Agreement will be effective unless it exists in writing and is signed by the Party against whom the modification, amendment, or waiver is to be asserted. The delay or failure of a Party at any time to require performance of any obligations of the other Party will not be deemed to be a waiver and will not affect its right to enforce any provision of this Agreement at a subsequent time. One waiver will not imply or be construed to be a waiver of any future breach.

11.9. Entire Agreement. This Agreement along with each applicable Order constitutes the complete and exclusive statement of all mutual understandings between Company and Customer with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications, and understandings, oral or written. Nothing contained in any purchase order, acknowledgment, or invoice will in any way modify or add to the terms or conditions of this Agreement; provided that if a conflict exists between an Order and this Agreement, then the Order controls to the extent of the conflict.

11.10. Interpretation. In this Agreement: (a) the headings are for convenience only and will not affect the meaning or interpretation of this Agreement; (b) the words “herein,” “hereunder,” “hereby,” and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph, or Section where they appear); (c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; (d) “or” is used in the sense of “and/or”; (e) “any” is used in the sense of “any or all”; and (f) the words “include,” “includes,” or “including” are to be construed as if they are immediately followed by the words “without limitation.” If an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms hereof or thereof.

11.11. Counterparts. This Agreement (including any Order) may be executed in two or more counterparts, each of which will be deemed an original, but which together constitute one and the same instrument. The execution of this Agreement may be evidenced by way of a facsimile, portable document format (.pdf) transmission, or electronic production or reproduction, photostatic or otherwise, of such Party’s or person’s signature, and such portable document format (.pdf), or electronic production or reproduction signature is deemed to constitute the original signature of such Party or person.