

SCOIR, INC.

TERMS OF SERVICE FOR COMMUNITY-BASED ORGANIZATIONS

Effective Date: August 20, 2025

This Terms of Service agreement (the “**Agreement**”) contains the legal terms and conditions of your access to and use of the Services (as defined herein) provided by Scoir, Inc., a Delaware corporation, (“**Scoir**”). The term “**Customer**” as used herein means the not-for-profit college access institution that utilizes or intends to utilize the Services. By your digital accepting this Agreement, you acknowledge that you have read, understand, and agree to the terms of this Agreement and you represent that you have the authority to bind your organization to this Agreement.

1. DEFINITIONS. Capitalized terms defined herein shall have the meanings ascribed to them, including the following terms, which shall have the following meanings:

“**Artificial Intelligence (AI) Functionality**” refers to probabilities, predictions, and recommendation outputs incorporated into the Services that operate with varying levels of autonomy using machine-based and human-based inputs for a given set of human-defined objectives to perceive real and virtual environments, abstract such perceptions into models through analysis in an automated manner, and use model inference to formulate such outputs.

“**Content**” means any information inputted into the Website by Scoir or by a User and which may be accessible by other Users.

“**Customer Data**” means any information inputted into the Website by Customer, at Customer’s direction, or with Customer’s permission, including, without limitation, information inputted by Invitees, and for which access is restricted to Customer, Invitees, and other Users that Customer or Invitees may permit.

“**Intellectual Property Rights**” means any patent, trademark, trade secret, service mark, copyright, moral right, right in design, know-how, and any other intellectual or industrial property rights anywhere in the world whether or not registered.

“**Invitee**” means any User who is authorized by Customer to use the Services, or any portion thereof, and for whom Customer has provisioned the Services. Invitees may include Customer’s employees, contractors, consultants, and clients as well as the parents and guardians of Customer’s clients.

“**Order Form**” means an ordering document entered into between Customer and Scoir that identifies Customer and specifies (i) the Products to which Customer is subscribing and which Scoir will provide to Customer pursuant to this Agreement, (ii) the Subscription Term, and (iii) the fees payable by Customer for the Services.

“**Personally Identifiable Information**” means any Customer Data and metadata obtained by reason of the use of the Services, whether gathered by Scoir or provided by Customer or its Invitees. Personally Identifiable Information includes, without limitation, indirect identifiers that, either alone or in aggregate, would allow a reasonable person to be able to identify an individual to a reasonable certainty.

“**Products**” means Scoir’s cloud-based software applications, tools, features, and utilities that are separately packaged, marketed, and priced by Scoir, each of which constitutes a portion of the Services and which collectively constitute the entirety of the Services.

“**Services**” means the cloud-based college and career planning and counseling platform, as further described in Section 2.1, provided or made available by Scoir through the Website.

“**Subscription Term**” means the period of time specified on an Order Form during which this Agreement governs the relationship between Scoir and Customer with respect to the Services.

“**User**” means any person who creates an account on the Website. Users include, but are not limited to, Invitees.

“**Website**” means the public Internet site available at the domain <https://app.scoir.com>, including any subdomain thereof, and all associated mobile applications.

2. USE OF THE SERVICES

2.1. Description of Services. The Services include information and functionality, including AI Functionality, intended to educate and assist students in their post-secondary pursuits. More specifically and without limitation, the Services enable students to search for and learn about careers, career pathways, and related post-secondary educational opportunities; to communicate with advisors assigned by Customer; to receive, complete, and submit assignments related to their college and career planning; to receive information from post-secondary educational institutions; and to create, manage, and submit their applications for admission to institutions of higher education. The Services include a guidance management system that enables Customer to monitor and assist students in their post-secondary planning;

to engage and collaborate with students, parents and guardians, and representatives of post-secondary educational institutions; and to collect, analyze, and report on client engagement, academic achievements, and post-secondary enrollment outcomes.

2.2. Customer's Use. Subject to the terms and conditions of this Agreement, Scoir grants Customer the non-exclusive, non-transferrable, non-sublicensable, worldwide right to access and use, and to grant Invitees access to use, the Services for Customer's own lawful and legitimate business or organizational purposes during the Subscription Term.

2.3. Use by Invitees. Customer acknowledges and agrees that it is solely responsible for (i) determining who is an Invitee; (ii) informing each Invitee that their use of the Services is subject to this Agreement; and (iii) controlling each Invitee's level of access to relevant portions of the Services.

2.4. Account Ownership. Customer shall, at all times during the Subscription Term, designate and have designated: (i) one Invitee as an "account owner" authorized to serve as primary liaison to Scoir for account-related communications; and (ii) no less than one Invitee as "account administrator" authorized to create accounts for and manage permissions of other Invitees.

2.5. Access Control. Customer shall take reasonable precautions to require its Invitees to secure usernames, passwords, and any other means of gaining access to the Services. Without limiting the foregoing, Customer agrees to not require Invitees to disclose their passwords and will promptly revoke any Invitee's access to the Services following the termination of such Invitee's employment or engagement by Customer. Customer will promptly notify Scoir of any suspected unauthorized access to, or use of, the Services known to Customer.

2.6. Restrictions of Use. When using the Services, Customer shall not knowingly (and shall use commercially reasonable efforts to prohibit any Invitee to):

- (a) attempt to gain unauthorized access to any Personally Identifiable Information of a User;
- (b) attempt to undermine the security or integrity of the Website and the Services, and, where the Services are hosted by a third party, that third party's computing systems and networks;
- (c) use, or misuse, the Services in any way which would reasonably be expected to impair or degrade the functionality of the Services or Website, or other systems used to deliver the Services, or impair or degrade the ability of any other User to use the Services or Website;
- (d) attempt to gain unauthorized access to any portions of the Services;
- (e) transmit via, or input into, the Website, anything that directly or indirectly (i) knowingly contains any viruses, worms or other malicious computer programming codes intended or likely to damage Scoir's or any User's system or data; (ii) may reasonably be deemed to be offensive to a preponderance of Users; (iii) is deceptive, defamatory, obscene, pornographic, or unlawful; or (iv) knowingly infringes or misappropriates any Intellectual Property Rights of a third party;
- (f) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services for the benefit of any unauthorized third party;
- (g) access or use the Services to build a similar or competitive product or service; or
- (h) attempt to modify, copy, adapt, create derivative works of, reproduce, disassemble, decompile or reverse engineer the Services or any computer programs used to deliver the Services or to operate the Website.

3. SCOIR'S RESPONSIBILITIES.

3.1. Provision of Services. During the Subscription Term, Scoir will provide Customer and its Invitees access to use the Services as described in this Agreement. Scoir reserves the right to provide some or all elements of the Services through third-party service providers. Scoir shall be responsible for the acts or omissions of any third-party service providers as if they were the acts or omissions of Scoir.

3.2. Data Privacy and Security.

(a) Privacy Compliance. Scoir shall comply with all applicable federal and state laws with respect to the privacy and security of Student Data and the handling of any breach or unauthorized release of Personally Identifiable Information.

(b) Authorized Use; Non-Disclosure. Customer Data shared pursuant to this Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this Agreement or as authorized by the applicable User. Scoir acknowledges and agrees that it shall not make any re-disclosure of any Personally Identifiable Information other than as legally directed by Customer, or pursuant to a lawfully issued subpoena or other legal process, or to sub-processors performing services on behalf of Scoir pursuant to this Agreement.

(c) Employee Obligation. Scoir shall require all employees and agents who have access to Customer Data to comply with all applicable provisions of this Agreement with respect to the data shared under this Agreement. Scoir agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Customer Data pursuant to the Agreement.

(d) Disposition of Data. Scoir shall dispose, delete, or de-identify, in accordance with NIST Special Publication 800-88, all Personally Identifiable Information obtained under the Agreement when it is no longer needed for the purpose for which it was obtained. If requested by Customer prior to such disposition, Scoir shall first transfer a copy of said data to Customer, or Customer's designee, according to a schedule and procedure reasonable agreed between the parties. Nothing in the Agreement authorizes Scoir to maintain Personally Identifiable Information beyond the time period reasonably needed to complete the disposition. Upon request, Scoir shall provide written notification to Customer when the data has been disposed.

(e) De-Identified Information. Scoir's data disposal obligations in Section 3.2(d) shall not apply to data from which all Personally Identifiable Information has been removed or obscured in a way that reasonably removes the risk of disclosure of the identity of the individual and information about them ("**De-Identified Information**"). De-Identified Information may be used by Scoir for (a) assisting Customer or other governmental agencies in conducting research and other studies; (b) research and development of Scoir's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (c) for adaptive learning purposes, including the training and testing of machine models for the development of AI Functionality and for customized student learning. Scoir's use of De-Identified Information shall survive termination of this Agreement or any request by Customer to return or destroy Customer Data.

3.3. User-Generated Content. Scoir may, but is not obligated to, monitor or review Content uploaded by Users to ensure that it is not inappropriate, erroneous, defamatory, libelous, slanderous, obscene, or profane. Scoir, in its sole discretion, may remove any Content from the Website. Notwithstanding the foregoing, Scoir will not be liable for the accuracy or appropriateness of any Content. In addition, certain portions of the Services may contain functionality by which Users may post reviews, make recommendations, or give ratings of Content. No review, recommendation, or rating provided within the Services shall be deemed to be either an endorsement by Scoir or an accurate statement of quality, competency, experience, or qualification pertaining to the subject matter thereof.

3.4. Accessibility. Scoir shall use reasonable efforts to ensure that the Services maintain, at all times during the Subscription Term, compliance with all applicable federal and state laws and regulations providing for equally effective and substantially equivalent ease of use for persons with disabilities, including but not limited to those set forth in the Americans with Disabilities Act (ADA). The Web Content Accessibility Guidelines (WCAG) 2.1 Level AA shall be used to evaluate conformance of the Services with this Section 3.3.

3.5. Service Reliability. Subject to the terms and conditions of this Agreement, Scoir will use commercially reasonable efforts to make the Services generally available for use by Customer and its Invitees at any time, excluding planned downtime and any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Scoir's own employees), Internet service provider failures or delays, denial of service attacks, or any other force majeure event or factors. Scoir acknowledges that Customer may consider a failure to reasonably meet its service reliability commitments to be a material breach of this Agreement. Accordingly, and notwithstanding anything to the contrary in this Agreement, Customer's sole remedy for Scoir's failure to reasonably meet its service reliability commitments shall be to terminate this Agreement for cause pursuant to Section 7.3.

3.6. Support Services. During the Subscription Term, Scoir will provide Customer and its Invitees with "help desk support" of the Products via email to support@scoir.com during customary business hours and via access to Scoir's online self-service support portal available at <https://scoir.helpdocs.io>. Scoir will use reasonable practices to respond to email support queries within one business day. Scoir reserves the right, in its sole discretion, to limit or deny access to support services to any Invitee who acts or who has acted in a way that might reasonably be determined to be harassing or abusive of Scoir's support representatives.

4. **THIRD PARTY SERVICES**. Through the Services, Customer and Invitees may be able to elect to receive services from partners of Scoir (each such service, a "**Third-Party Service**", and each such partner, a "**Partner**"). Third-Party Services are not provided on the Website and they are not considered part of the Services covered by this Agreement. Scoir is not responsible for Third-Party Services or any material, information or results available through Third-Party Services. Partners may require Customer and Invitees to agree to terms and conditions or agreements with respect to their provision of the Third-Party Services. Customer or Invitees are solely responsible for, and assume all risk arising from, Customer's or Invitees' election and receipt of any Third-Party Service. If Customer or Invitees elect to receive a Third-Party Service, Customer or Invitees, as the case may be, authorize Scoir to submit to the applicable Partner certain information about Customer or Invitees that such Partner may reasonably request in order to provide the Third-Party Service to Customer or Invitees, provided that Scoir's sharing of such information is (i) authorized by Customer or Invitees, as the case may be, and (ii) not otherwise prohibited by applicable law or regulation (the "**Shared Information**"). Customer is responsible for the accuracy of all Shared Information provided to Scoir and approved to be submitted to Partners. Customer represents and warrants that Customer have all the rights in and to any Shared Information necessary to provide Shared Information, and that Scoir's use of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state or federal laws, regulations, orders or rules. Customer and Invitees agree that, by electing to receive a Third-Party Service and consenting and authorizing Scoir to submit your Shared Information to a Partner, Customer and Invitees have waived and released any claim against Scoir arising out of a Partner's use of Shared Information. The foregoing will not apply to the extent prohibited by law.

5. FEES AND PAYMENTS.

5.1. Fees. In consideration for the rights granted and the Services made available to Customer by Scoir under this Agreement, Customer will pay to Scoir the one-time set-up fee set forth in the Order Form within thirty (30) days of the Customer's receipt date of a corresponding invoice. All fees paid are non-refundable except as otherwise provided for herein. During the Subscription Term, Scoir will not charge, and Customer shall not be obligated to pay, any recurring usage-based fees for Customer's and its Invitees' access to the Services.

5.2. Non-Payment. If Customer fails to pay amounts due under this Section 5, then Scoir's sole recourse is to terminate this Agreement pursuant to Section 7.3 Notwithstanding the foregoing, if any Customer payment is dishonored or returned because it cannot be processed by a bank, Scoir reserves the right to charge Customer any bank fees or charges for return items that Scoir incurs.

5.3. Taxes. Scoir may charge, and Customer agrees to pay, any applicable sales, use, or value-added taxes applicable to the provision of the Services. Customer shall have no liability for any taxes based upon Scoir's gross revenues or net income. If Customer is a tax-exempt organization, Customer agrees to provide Scoir with a valid and accurate certificate of sales tax exemption within seven (7) days of submitting an Order Form.

6. SERVICE SUSPENSIONS

6.1. Suspension for Prohibited Acts. Scoir may suspend any Invitee's access to any or all Services without notice for use of the Services in a manner that Scoir deems, at its reasonable and sole discretion, to: (i) violate applicable local, state, or federal laws or regulations; or (ii) violate any restrictions of use contained in Section 2.6. If Scoir suspends an Invitee's access pursuant to this Section 6.1 Scoir shall, as soon as commercially practical, provide Customer prior written notice describing the violation and, for violations capable of being resolved, Scoir shall provide Customer a thirty-day period to cure such violation and restore said Invitee's access promptly after the cause of the violation has been resolved.

6.2. Suspension for Present Harm. If Customer's website or use of the Service is (i) being subjected to denial-of-service attacks or other disruptive activity; (ii) being used to engage in denial-of-service attacks or other disruptive activity; (iii) creating a security vulnerability for the Services or others; or (iv) causing harm to Scoir or any Users, then Scoir may, at its sole discretion, suspend Customer's and its Invitees' access to the Service. Scoir will try to limit the suspension to the affected portion of the Services and promptly resolve the issues causing the suspension.

7. SUBSCRIPTION TERM; TERMINATION.

7.1. Term. Except for surviving provisions specified in Section 7.5, the term of this Agreement shall be the Subscription Term, unless lawfully terminated sooner as permitted herein.

7.2. Termination for Convenience. Customer may terminate this Agreement at any time for any reason, or for no reason, by providing written notice to Scoir.

7.3. Termination for Non-Use. The use license herein granted is contingent upon Customer's and its Invitees' active and regular use of the Services. In the event that Customer's account is dormant for a consecutive period of one hundred fifty (150) days or more, Scoir reserves the right, at its absolute and sole discretion, to suspend Customer's (and its Invitees') access to the Services and/or terminate this Agreement. As used herein, an account shall be considered "dormant" whenever fewer than 20% of Customer's registered Invitees have accessed the Services within the previous thirty-day period.

7.4. Termination for Cause. Either party may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement and such breach, if capable of being cured, is not cured within thirty (30) days of receiving written notice of such breach from the other party.

7.5. Post-Termination Rights. Upon any termination of this Agreement, all licenses, rights, and permissions granted to Customer hereunder will immediately terminate. Upon request by Customer made within 30 days of the effective date of termination of this Agreement, Scoir will make the Customer Data available to Customer for export or download. After such 30-day period, Scoir will have no obligation to retain or make available to Customer any Customer Data, unless legally required, and Scoir will dispose of such Customer Data as provided in Section 3.2(d). Except as provided in Section 9 of this Agreement, and to the extent permitted by law, Scoir shall not be liable for any costs, losses, damages, or liabilities arising out of or related to a lawful termination of this Agreement.

7.6. Surviving Provisions. Section 7.5 (Post-Termination Rights), Section 7.6 (Surviving Provisions), Section 8 (Proprietary Rights), Section 9 (Indemnification), Section 10 (Disclaimers; Limitation of Liability), and Section 11 (General Provisions) will survive any terminated of this Agreement.

8. PROPRIETARY RIGHTS

8.1. Scoir Ownership. Scoir, or its licensors, owns all worldwide right, title, and interest (including all Intellectual Property Rights) in and to the Website, Services, Content, and software used to provide the Services. This Agreement does not convey any proprietary interest in or to any of Scoir's Intellectual Property Rights or rights of entitlement to the use thereof except as expressly set forth herein.

8.2. Customer Ownership. Customer owns all worldwide right, title, and interest (including all Intellectual Property Rights) in and to the Customer Data. Customer hereby grants Scoir a non-exclusive, limited right to use, copy, transmit, store, and back-up Customer Data for the sole purpose of providing the Services to Customer.

8.3. User Feedback. Any feedback, comments and suggestions Customer or its Invitees may provide for improvements to the Services shall be deemed to have been given voluntarily and Scoir will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such feedback as Scoir sees fit, entirely without obligation or restriction of any kind.

9. INDEMNIFICATION

9.1. Indemnification. Scoir shall indemnify, defend, protect, and hold harmless Customer, its Affiliates, trustees, officers, directors, and employees, from and against any and all damages awarded by a court, arbitration, or settlement, including associated penalties, fines, and expenses arising out of or incurred by the Customer as a result of (A) the gross negligence or willful misconduct of Scoir, its employees, or agents; (B) Scoir's breach of this Agreement or applicable law; or (C) any actual or threatened claim alleging that the licensing, use, or other exploitation of the Services by Customer in accordance with the rights granted hereunder constitutes, under applicable laws of any jurisdiction within the United States of America, an infringement, dilution, or unauthorized use of any patent, copyright, trademark, or trade secret of any third-party. In the event that (i) some or all of the Services is held by a court of competent jurisdiction to infringe; (ii) an injunction is obtained against use of any material portion of the Services; or (iii) Customer believes in its good faith judgment that the Services is infringing, then Scoir shall promptly, at its sole option and expense, (a) procure for Customer the right to continue to use the infringing Services; (b) replace or modify the infringing Services to make its use non-infringing while being capable of performing essentially the same functions; or (c) require Customer to return or remove the infringing Services and cancel all rights thereto. If Scoir implements option (iii) above, then Customer may, at its option, terminate this Agreement, with immediate effect upon written notice to Scoir, and Scoir shall promptly refund Customer all prepaid fees relating to Customer's access to and use of the Services after the effective date of termination. Notwithstanding the foregoing, Customer may participate at its own expense in any claim to which it is a party.

9.2. Exclusions. Notwithstanding the foregoing, Scoir will have no obligation under this Section 9 or otherwise with respect to any infringement claim based upon (i) any use of the Services not in accordance with this Agreement; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by Scoir where the cause of the infringement is the use of the Services in combination with any such products, equipment, software or data; or (iii) any modification of the Services by any person other than Scoir or its authorized agents.

9.3. Obligations. Scoir's indemnifying obligations set forth above are expressly conditioned upon each of the following: (i) Customer will promptly notify Scoir in writing of any threatened or actual claim; (ii) Scoir will have sole control of the defense and settlement, if any, of any claim giving rise to the indemnity obligations herein; provided, however, that no settlement will be binding against Customer without Customer's prior written consent; and (iii) Customer will cooperate with Scoir to facilitate the defense and settlement, if any, of any claim.

9.4. Exclusive Remedy. This Section 9 states the entire liability of Scoir and the sole and exclusive remedy of Customer and any of its affiliates, officers, directors, and employees for infringement claims and actions related hereto.

10. DISCLAIMERS; LIMITATION OF LIABILITY.

10.1. Disclaimer of Warranties. Customer's use of the Services is entirely at Customer's own risk. Scoir is not in the business of providing student counseling, college guidance, or any other professional advisory services. The Services are provided "AS IS" and on an "AS AVAILABLE" basis. EXCEPT AS OTHERWISE SPECIFIED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCOIR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR THE ACCURACY, RELIABILITY, QUALITY OF ANY CONTENT, DATA, OR INFORMATION MADE AVAILABLE VIA THE SUBSCRIPTION SERVICES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. SCOIR DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL BE COMPLETELY SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

10.2. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR BUSINESS OPPORTUNITY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

10.3. Limitation of Liability. EXCEPT FOR CUSTOMER'S LIABILITY FOR THE PAYMENT OF FEES, SCOIR'S INDEMNIFICATION OBLIGATIONS IN SECTION 9, AND EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE GREATER OF (A) TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SUBSCRIPTION SERVICES IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM AND (B) ONE HUNDRED U.S. DOLLARS. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS SET FORTH HEREIN.

10.4. Third Party Products. TO THE EXTENT PERMITTED BY LAW, SCOIR AND ITS AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS MADE AVAILABLE THROUGH THE SUBSCRIPTION SERVICES. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.5. Agreement to Liability Limit. CUSTOMER UNDERSTANDS AND AGREES THAT ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, SCOIR WOULD NOT PROVIDE THE SUBSCRIPTION SERVICES TO CUSTOMER.

10.6. Exceptions. EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 10 WILL NOT APPLY TO CLAIMS AND DAMAGES RESULTING FROM SCOIR'S UNAUTHORIZED DISCLOSURE OF DATA IN VIOLATION OF ITS DATA PRIVACY AND SECURITY OBLIGATIONS SET FORTH IN SECTION 3.2, AND DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. GENERAL PROVISIONS

11.1. Publicity. Customer hereby grants Scoir the limited right to display, in accordance with Customer's published trademark usage guidelines (if any), Customer's name and logo on Scoir's digital properties. Customer may limit or withdraw this permission at any time by completing and submitting a "Publicity Restrictions" form located at <https://www.scoir.com/publicity-restrictions>. Scoir hereby grants Customer permission to display, in accordance with Scoir's published trademark usage guidelines, Scoir's name, logo, and links to the Website on Customer websites and other materials as Customer may reasonably deem appropriate to promote the Services. The rights granted under this Section 11.1 shall expire upon termination of this Agreement.

11.2. Governing Law and Jurisdiction. This Agreement shall be interpreted, governed, and construed in accordance with the laws of the State of Delaware. The parties hereby agree, to the extent not barred by immunity, that any dispute must be heard by any state court located within the State of Delaware, and the Parties hereby consent to the personal jurisdiction and exclusive venue of such courts.

11.3. Relationship of the Parties. Scoir is an independent contractor to Customer. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

11.4. No Agency. For the avoidance of doubt, each of Scoir and Customer are entering into this Agreement as principals and not as an agent for any other company. Subject to any permitted assignment under Section 11.5, the obligations owed by Scoir under this Agreement shall be owed to Customer solely by Scoir and the obligations owed by Customer under this Agreement shall be owed solely to Scoir.

11.5. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.6. Notice. Except for the service of legal documents required to be delivered in physical form, the parties agree to use email to satisfy required or permitted written approvals, notices, and consents under this Agreement. Scoir will provide all notices to Customer by sending an email to Customer's identified account owner. Customer shall provide all notices to Scoir by sending an email to legal-notices@scoir.com. Email notices will be treated as received when sent.

11.7. Waiver. No delay or omission of a party to exercise any right hereunder shall be construed as a waiver of any such. Each party may exercise its rights granted herein at any time.

11.8. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.9. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Scoir regarding Customer's use of the Services and it supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any provision of this Agreement may be waived only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

11.10. Electronic Signatures. Each of the parties consents to the use of electronic signatures as valid execution and delivery of this Agreement and any other document relating thereto.

11.11. Counterparts. This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Execution and delivery of this Agreement by electronic format shall constitute valid execution and delivery and shall be effective for all purposes.

11.12. Authority. Each party represents to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. Customer further represents that it has the authority to procure its Affiliates' compliance with the terms of this Agreement.

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