

USER TERMS OF SERVICE

1. **GRANT OF ACCESS; USERS.** Subject to the terms and conditions contained in these User Terms of Service (these “Terms”), CDM Educational Services, LLC (“CDM”, also referred to as “we”, “us”, and “our”) grants to the user (“User”, also referred to as “you” and “your”) the ability to access and use our proprietary online data management website/web portal for the completion of psychological evaluations of children (the “Platform”) for the Platform’s intended purposes, during the Service Term. The Platform may include the following functions, among others: (i) online collection and storage of data from parents, teachers, administrators, schools, school districts, other similar educational establishments, LSSPs (Licensed Specialists in School Psychology) and other professionals, evaluation and testing companies, evaluation and testing websites, and other relevant parties, (ii) testing company interface with link generation and email production, (iii) completion auditing, and (iv) automatic generation of custom reports based on the aforementioned data. The term User includes any person or entity that accesses or uses the Platform as an end user, including without limitation, parents, teachers, administrators, schools, school districts, other similar educational establishments, LSSPs, and other professionals, evaluation and testing companies, evaluation and testing websites, and other relevant parties. By using or accessing the Platform, User accepts and agrees to these Terms. These Terms constitute a binding legal agreement between you and CDM. By using the Platform or by clicking to accept or agree when this option is made available to you, you accept and agree to be bound by these Terms. Our performance hereunder and provision of Platform access to you is strictly limited to the terms and conditions contained herein and in the Payment Agreement (defined below), and CDM hereby objects to and expressly rejects any additional or different terms proposed by you (whether in User’s purchase orders, terms and conditions, applications, or other forms) at any time.

2. **MASTER USER ACCOUNTS.** “Master User Account” means the paid customer account granted by CDM to a school, school district, or other similar educational establishment pursuant to a separate payment agreement (the “Payment Agreement”). A Master User Account is considered a User under these Terms, and all individual Users must be associated with a Master User Account. The Service Term (defined below) of the Master User Account may be terminated or will expire as provided in the Payment Agreement. Additionally, if a Master User Account is in breach of the payment obligations set forth in the Payment Agreement and such payment breach is not cured within ten (10) days of CDM’s written notice, we may terminate the Platform access of the Master User Account.

3. **SERVICE TERM; TERMINATION.** “Service Term” means the period of time that you have the right to use and access the Platform as described herein; the Service Term begins on the date that you accept these Terms and ends on the termination or expiration of the Master User Account with which you are associated, or earlier termination as provided herein. We will terminate the Platform access of all Users on the termination or expiration of the Master User Account with which the Users are associated. We may terminate the Platform access of any User if we have been informed that the User no longer has authorization to access the Platform through a Master User Account (e.g., the User is no longer employed by the school district with the Master User Account). We may terminate or suspend the Platform access of any User that is in violation of these Terms, in our discretion. All provisions of these Terms that are expressed or intended to survive termination or expiration of these Terms will continue to survive in accordance with their terms.

4. **CONFIDENTIAL ACCESS.** The Platform is not intended for use, or display, or for access or use by anyone other than the Users authorized by CDM. Transferring, sharing, or assigning usernames, passwords, and/or other login credentials is prohibited.

5. **CONFIDENTIALITY; USE RESTRICTIONS.** Upon access to and use of the Platform, you will gain access to certain confidential and proprietary information and trade secrets, all of which is deemed “Confidential Information” and which includes, without limitation, the Platform, its look and feel, and all of its functions and features, including without limitation, all programs, formats, processes, methods, all other information displayed or made available on the Platform. Confidential Information does not include information that (a) is or becomes part of the public domain other than as a result of your disclosure in violation of these Terms, or (b) was rightly in your possession prior to disclosure of such information to us. You agree to: (a) keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any person or entity for any reason (other than your employees with a need to know in connection with these Terms); (b) not use or copy Confidential Information for any purpose other than as necessary for the testing activities specified herein; and (c) not modify,

reverse engineer, translate, publish, broadcast, transmit, transfer, or distribute the Platform or any Confidential Information, or make any derivative works thereof. Upon the termination of the Service Term, you agree to destroy or delete, as applicable, all copies of any Confidential Information in your possession or control.

6. **OWNERSHIP AND TITLE.** All right, title, and interest in and to the Platform, its source code, and all proprietary rights therein (whether arising in copyright, trademark, patent, trade secret, and/or other intellectual property rights), derivative works, modifications and enhancements thereto, any and all suggestions, comments, and/or feedback provided by Users, and the Confidential Information, belong solely and exclusively to CDM. User acknowledges and agrees that, except as may be expressly stated in these Terms to the contrary, CDM is the sole party entitled to use, sell, license, market, modify, and exploit the Platform, its source code, and all proprietary rights therein (whether arising in copyright, trademark, patent, trade secret, and/or other intellectual property rights), derivative works, modifications and enhancements thereto, any and all suggestions, comments, and/or feedback provided by Users, and the Confidential Information. We retain all rights not expressly granted to you in these Terms. Any use of the Platform which is not in compliance with these Terms is prohibited. We may, in our discretion, remove, modify, disable, discontinue, or update the Platform at any time.

7. **USER DATA.**

a. During the Service Term, CDM and the Platform will collect, generate, and retain certain User Data in connection with the Platform's intended purposes. "User Data" means (i) any information, documents, and other data entered into or uploaded to the Platform by a User, including information regarding the Users and information regarding the children being evaluated, (ii) usage data the Platform automatically collects, and other information you provide to CDM in connection with these Terms, (iii) all reports and evaluations generated from such aforementioned information, documents, and other data, and (iv) all aggregate and/or de-identified information generated from such aforementioned information, documents, and other data.

b. The Platform is not an archive and we are not responsible for loss or deletion of any User Data. We have no obligation to verify the User Data. You are solely responsible for the contents and accuracy of all User Data provided. CDM is not obligated to return or export User Data at the end of the Service Term or to allow User to access any User Data after the Service Term. Users are responsible for keeping an independent archive of all User Data. CDM may retain a secure archive copy of the User Data after the Service Term for a commercially reasonable time period for legal compliance and other legitimate business purposes.

c. CDM will not disclose any non-public personally identifiable information to third parties except: (i) as necessary for the operation of the Platform and the facilitation of the testing and reporting activities hereunder; (ii) as may be permitted or required by law; or (iii) with the data subject's (or his/her parent/guardian's) written consent. In connection with the foregoing, you expressly acknowledge and agree that, in order to facilitate the Platform functions, certain User Data provided by Users will be provided to other Users. User warrants to CDM that, with respect to any personally identifiable information provided by User to CDM and/or the Platform in connection with these Terms, such disclosure complies with all applicable laws and User will give any necessary notifications to and obtain any necessary consents from the data subjects (or parents or guardians of the data subjects, as applicable) to whom the information relates for such disclosure to CDM and the use by CDM as contemplated herein.

8. **SECURITY.** CDM will employ commercially reasonable administrative, physical, and technical safeguards to protect against the unauthorized use or disclosure of User Data and, as and to the extent applicable, CDM will comply with HIPAA requirements. You must protect and maintain the confidentiality of your username, password, and/or other login credentials. You are responsible for the actions of anyone using your username, password, and/or other login credentials, whether with or without your permission. You must notify us immediately upon any unauthorized use or disclosure of User Data.

9. **THIRD PARTIES.** You acknowledge and agree that CDM does not control and is not responsible for the security practices, acts, omissions, legal violations, negligence, or intentional misconduct of any Third Parties. "Third Parties" means all persons and entities that are not related to CDM by employment or ownership, including without limitation, parents, teachers, administrators, schools, school districts, other similar educational establishments, LSSPs and other professionals, evaluation and testing companies, evaluation and testing websites, web hosting providers, cloud providers, and criminal actors.

10. **EVALUATION AND TESTING WEBSITES; SUB-ACCOUNTS.** With respect to any Users utilizing evaluation and testing websites (e.g., teachers, administrators, schools, school districts, other similar educational

establishments, and LSSPs and other professionals), these Users expressly consent for CDM to set up a sub-account under the User's name/profile for each applicable evaluation and testing website. This sub-account is for the purpose of enabling us to perform the Platform's intended functions. These Users expressly acknowledge and agree that we are acting as the User's agent and at the User's direction with respect to each applicable evaluation and testing website. If CDM is required to accept any evaluation and testing website's terms of service in order to form a sub-account as described herein, CDM does so as the User's agent, on the User's behalf, and under the User's name. CDM is not a party to any evaluation and testing website's terms of service. Upon termination of the User's access to the Platform or the termination of the Master User Account with which the User is associated, we will prompt the User to change the login credentials associated with the sub-account, and upon the User's failure to change such login credentials within thirty (30) days, the sub-account may be terminated and User assumes sole and exclusive responsibility for the sub-account.

11. **DISCLAIMERS AND WAIVERS.** THE PLATFORM IS PROVIDED ON AN AS IS, WHERE IS BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND ITS QUALITY, ACCURACY, RELIABILITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SECURITY, OR COMPLIANCE WITH LAW. THERE IS NO WARRANTY THAT THE PLATFORM OR ANY REPORTS GENERATED WILL MEET YOUR REQUIREMENTS OR THAT THE PLATFORM OR ANY REPORTS GENERATED WILL BE UNINTERRUPTED OR ERROR FREE. IT IS YOUR RESPONSIBILITY TO INDEPENDENTLY VERIFY ALL REPORTS. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE PLATFORM TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE AND RESULTS OBTAINED. THE PLATFORM AND ANY REPORTS GENERATED ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISORDER OR CONDITION AND DO NOT CONSTITUTE MEDICAL, PSYCHOLOGICAL, OR PROFESSIONAL ADVICE. LSSP USERS AND OTHER PROFESSIONAL USERS ARE SOLELY RESPONSIBLE FOR ALL CLINICAL AND/OR PSYCHOLOGICAL ADVICE AND GUIDANCE, INCLUDING WITH RESPECT TO DIAGNOSIS, TREATMENT, CURE, AND PREVENTION. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOST REVENUE OR PROFIT, LOST OR CORRUPTED DATA, OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE USE OF OR RELIANCE ON THE PLATFORM OR ANY REPORTS GENERATED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CDM'S MAXIMUM LIABILITY FOR ANY CLAIMS OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT OR TORT), SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU FOR THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES OUT OF WHICH THE CLAIM AROSE. IF YOU ARE DISSATISFIED WITH THE PLATFORM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF OR ACCESS TO THE PLATFORM.

12. **INDEMNITY.** You agree to defend, indemnify and hold harmless CDM, its affiliates, and their respective officers, directors, employees, agents, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your negligence, error, willful misconduct, or any breach or non-fulfillment of any obligation to be performed by you pursuant to these Terms or applicable laws, rules, or regulations.

13. **CHANGES TO THESE TERMS.** We may revise and update these Terms from time to time. All changes are effective and binding immediately as of the earlier of the time you next use the Platform or click to accept or agree to the modified Terms when this option is made available to you.

14. **ENTIRE AGREEMENT; SEVERABILITY.** These Terms constitute the entire agreement, and supersede all previous agreements between the parties, concerning the subject matter hereof. Provided however, nothing in these terms supersedes or replaces the Payment Agreement between CDM and the Master User Account. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable or invalid, the remainder of these Terms will continue in full force and effect.

15. **GOVERNING LAW AND VENUE.** These Terms are governed by the laws of the State of Texas, without regard to its provisions on conflicts of laws. Exclusive venue of any suit to enforce the provisions of these Terms will lie in Tarrant County, Texas. You agree to bring claims, if any, against us only in your individual capacity and not as a plaintiff or class member in any purported class action or representative action.