MASTER SUBSCRIPTION AGREEMENT

SpecialNeedsWare, Inc. dba Ori Learning · Version v2026.09 · Effective September 23, 2026

1. Agreement structure, parties and incorporation

1.1 Parties. This Master Subscription Agreement (the "Master") is between SpecialNeedsWare, Inc. dba Ori Learning, a Delaware corporation, with its principal place of business at 66 Summit Ave, Chatham, NJ 07928 ("Ori Learning"), and the Customer identified on the Order Form. Ori Learning provides the Services. The Customer subscribes to them for use by its Authorized Users.

1.2 The Agreement. The Agreement consists of the Order Form and every document the Order Form incorporates, each in the version the Order Form identifies: this Master; the Ori Learning Definitions (Section 2.1); the Data Privacy Addendum with its Exhibits 1 to 3 and Annex A; the Acceptable Use Policy; the Accessibility Exhibit; and any State Addendum executed for the Customer, including, for a New York Customer, the New York package. The posted documents are published at these addresses: the Ori Learning Definitions at orilearning.com/legal/definitions/; the Data Privacy Addendum with Annex A at orilearning.com/legal/data-privacy-addendum/; its Subprocessor Schedule (Exhibit 2) at orilearning.com/legal/subprocessors/ and its Retention & Deletion Schedule (Exhibit 3) at orilearning.com/legal/retention/; the Acceptable Use Policy at orilearning.com/legal/acceptable-use/; the Accessibility Exhibit as a PDF linked from orilearning.com/legal/accessibility/; and the New York package at orilearning.com/legal/new-york/. The Security & Incident Exhibit (Exhibit 1 to the Data Privacy Addendum) is not posted; Ori Learning provides it with the Order Form under the confidentiality terms of the Agreement. The dated PDF of each version, kept at orilearning.com/legal/archive/, is its contractual record and controls if a live page diverges. The versions identified on the Order Form govern for that Subscription Term (Section 15.3), except that the Subprocessor Schedule (Exhibit 2 to the Data Privacy Addendum) applies in its current published version, which changes during a Subscription Term only as Section 9 of the Data Privacy Addendum provides.

1.3 How the Order Form incorporates this Master. An Order Form incorporates the documents Section 1.2 lists in either of two ways: by naming each by title and version tag, with the URL of each posted document; or by naming this Master by title, version tag and URL, in which case it identifies each other document Section 1.2 lists in the version that carries the same version tag, together with any State Addendum or Data Privacy Agreement the Order Form identifies. When Ori Learning publishes a new version of any document Section 1.2 lists, other than the Subprocessor Schedule, it publishes all of them under a new version tag. An Order Form also states the Customer's type and the states whose Students will use the Services, and names the school official who gives the authorization Section 4.4(b) describes. The Customer accepts an Order Form by signing it. Where the Customer's procurement requires a purchase order, board approval or both, the Agreement forms when the signed Order Form and each required approval are in place. A purchase order that references an Order Form is the Customer's payment instrument: its printed terms do not form part of the Agreement, and a purchase order alone performs no designation or authorization under Section 4.4 until the school official the Order Form names confirms them in writing. A Customer ordering through a cooperative purchasing contract does so in its own name, and Section 15.9 applies. This Master binds the parties from the Effective Date of the first Order Form that incorporates it, whether or not it is separately signed.

1.4 Optional signature. Either party may ask that both parties also sign this Master (Section 16). Signing does not change the governing version, which the Order Form identifies, and does not vary the Order Form.

1.5 Authority. Each party represents that the individual who accepts an Order Form or signs this Master for it is authorized to do so. Where the Customer is a public body, the Customer contracts through its governing board or an official acting under the law that authorizes it to contract, and this Master accommodates that law. No Student, Parent or individual Authorized User is a party to the Agreement, and no acceptance by an Authorized User in the Platform forms or varies it.

1.6 The Customer's own Data Privacy Agreement. Where the Customer and Ori Learning have executed a Data Privacy Agreement, the Order Form identifies it by title and date, and that agreement controls as to the treatment of Student Data to the extent of any conflict, as Section 15.4 states; it varies Section 11, 12, 13 or 14 of this Master only where it names the term it varies. The Data Privacy Addendum continues to apply where the executed agreement is silent. Section 1 of the Data Privacy Addendum describes how Ori Learning works with a Customer's own form, a National Data Privacy Agreement or a state form.

1.7 Authorized User Terms. The Authorized User Terms bind the individual Authorized User who accepts them at the acceptance prompt the Platform presents, and never the Customer. What a Student is shown in the Student Portal is a notice, not a contract, and binds no one.

2. Definitions

2.1 Defined terms. Capitalized terms in this Master have the meanings given in the Ori Learning Definitions, which form part of the Agreement and are published with it (the "Definitions").

2.2 Terms used in this Master. Support Hours, Schedule 1, Fees, Professional Services, Public Customer, Feedback and Export Window are defined in the Definitions; Section 10.7 states the Support Hours, the Order Form states whether the Customer is a Public Customer, and Section 6.5 states when the Export Window runs.

3. Subscription, access and license

3.1 Subscription. During each Subscription Term, Ori Learning grants the Customer a non-exclusive, non-transferable right to access and use the Platform and the Curriculum Content for the Products, Sites and Authorized User roles the Order Form identifies, for the School-Authorized Educational Purpose. Authorized Users exercise this right on the Customer's behalf through Accounts the Customer creates or provisions.

3.2 Scope. The Order Form states the licensed scope: the Products, the Sites, the roles, any seat or enrollment basis on which the Fees are calculated, and any included Professional Services. Use beyond that scope requires an amended or additional Order Form.

3.3 Printable Materials. During the Subscription Term, the Customer and its Teachers may download, print and reproduce Printable Materials in the quantities reasonably needed to instruct Students at the licensed Sites. The Customer may not: (a) host Printable Materials on a third-party system, or on a Customer system other than the Customer's own learning-management system for the use of its licensed

Authorized Users at the licensed Sites, as a substitute for the Platform; (b) make them available to anyone who is not an Authorized User at a licensed Site; (c) sell, sublicense or redistribute them; or (d) remove a copyright notice from them. Requests for a use this Section does not permit go to legal@orilearning.com. When the Subscription Term ends, the Customer will stop using and discard stored copies of Printable Materials, other than copies Students have completed, which are Student-Generated Content.

3.4 Third-Party Components and district-elected integrations. The Platform uses Third-Party Components identified in the Documentation or the Subprocessor Schedule. Ori Learning remains responsible for its Subprocessors as the Data Privacy Addendum provides. Roster and sign-in integrations that the Customer chooses and separately contracts for, such as Clever, ClassLink, Google Sign-In and Microsoft sign-in, are the Customer's own arrangements: their providers' terms govern them, and Ori Learning exchanges data with them at the Customer's direction.

3.5 Restrictions. The Customer will not, and will not permit an Authorized User to: (a) sell, sublicense or otherwise make the Services available to anyone other than Authorized Users; (b) copy, modify, translate or create derivative works of the Platform or the Curriculum Content, except as Section 3.3 permits and except that a Teacher may adapt a Printable Material for an individual Student's documented accommodation, for that Student's use only; (c) reverse engineer, decompile or attempt to extract source code from the Platform, except to the extent Applicable Law prohibits this restriction; (d) access the Services to build a competing product or to copy their features or content; (e) circumvent an access control or usage limit, or probe or test the Platform's security, except as DPA §13 permits or with Ori Learning's prior written consent; or (f) use the Services other than for the School-Authorized Educational Purpose and in accordance with the Acceptable Use Policy.

3.6 Reservation of rights. Ori Learning grants only the rights this Master and the Order Form state. Ori Learning and its licensors keep every other right in the Platform, the Curriculum Content, the Printable Materials and the Documentation.

3.7 Changes to the Services. Ori Learning may improve, update and modify the Platform and the Curriculum Content, and may add or retire features, during a Subscription Term. A change will not materially reduce the core functionality of a Product the Customer has purchased for the rest of its Subscription Term; where Ori Learning retires a Product, Section 6.4(c) applies. Ori Learning will give Administrators at least 30 days' notice before it retires a feature of, or removes a unit or lesson from, a Product the Customer has purchased, where the change is material to that Product. Ori Learning may act without prior notice where a change is needed for security, safety, legal compliance, remediation of an infringement claim or correction of a critical error, and gives notice promptly afterwards. No change reduces a protection for Student Data during a Subscription Term (Section 15.3).

3.8 Evaluation access. Evaluation access Ori Learning provides at no charge is subject to this Master and the Data Privacy Addendum, may be limited in scope and duration, and may be ended by either party on notice; Section 10.2 does not apply to it, and every commitment about Student Data applies to it in full.

4. Customer responsibilities

4.1 Administrators. The Customer designates at least one Administrator to manage its Accounts, rosters, licenses and settings in the Platform. Ori Learning may rely on an Administrator's instructions as the Customer's and sends operational notices to Administrators (Section 15.1).

4.2 Authorized Users and Accounts. The Customer decides who may be an Authorized User and creates or provisions each Account, whether by bulk import, roster integration or manual roster management. Students do not register themselves. The Customer will: (a) keep credentials confidential and require Authorized Users to do the same; (b) deactivate the Account of any person who is no longer entitled to use the Services; (c) ensure that each Teacher, Administrator and Publisher accepts the Authorized User Terms and the Acceptable Use Policy before using the Platform; and (d) use the Services only through Accounts it has authorized. No Student is asked to assent to, accept or acknowledge terms, and no Student's use forms or varies the Agreement. Ori Learning links the Student & Education Privacy Notice from the Student Portal as DPA §4.4 provides. The Customer is responsible for use of the Services under Accounts it creates, except to the extent the use results from Ori Learning's breach of the Agreement.

4.3 Rosters and age bands. The Customer supplies roster information and keeps it accurate. The Platform collects no date of birth and has no age gate; the Customer's roster, including grade level, and the Products on the Order Form are the information Ori Learning relies on about a Student's age band. On request, the Customer identifies to Ori Learning which Students are Eligible Students and under which law their rights have transferred, since the tests differ under FERPA, the Protection of Pupil Rights Amendment and the Individuals with Disabilities Education Act, and Ori Learning routes requests as Section 7 of the Data Privacy Addendum provides.

4.4 Authorizations the Customer holds. The Customer, not Ori Learning, determines whether the Services may be used with its Students under its policies and Applicable Law. By providing Student Data and enabling Authorized Users, the Customer: (a) designates Ori Learning as a school official with a legitimate educational interest, under the Customer's direct control, as DPA §3 describes; (b) authorizes Ori Learning, as the school and for the School-Authorized Educational Purpose and no other purpose, to collect Personal Information from Students, every one of whom Ori Learning treats as a child for its operator duties (DPA §4.9), and Ori Learning receives that authorization as the operator, as DPA §4 describes; and (c) represents that it has the authority to do so and has obtained any consent and given any notice that its own policies and Applicable Law require. Nothing in this Section transfers to the Customer a duty that Applicable Law places on Ori Learning as an operator; Ori Learning keeps those duties and performs them as the Data Privacy Addendum states.

4.5 Special education and protected-information surveys. The safeguards in DPA §8 apply to Student Data whenever Part B of the Individuals with Disabilities Education Act reaches it, whether or not the Customer has flagged it; the Customer's configuration of the Services, and any written notice it gives, serve to route requests, administer the safeguards and identify the records concerned, not to switch the safeguards on. The Customer decides whether a check-in, survey or reflection activity in the Curriculum Content is assigned as required or voluntary and gives any notice and obtains any consent that the Protection of Pupil Rights Amendment or the Customer's state law requires; DPA §8.3 states how Ori

Learning designs the Curriculum Content with regard to the categories that Amendment protects and how the Customer may have an item reviewed and removed. Ori Learning does not administer surveys on the Customer's behalf except as the Customer configures.

4.6 Acceptable use, classroom supervision and safety referrals. The Acceptable Use Policy is part of the Agreement and applies to the Customer and its Authorized Users. Teachers configure and supervise Collaboration Boards and other classroom activities. Moderation of a Collaboration Board is a setting a Teacher enables for a session; when it is enabled, the Teacher approves a post before classmates see it. Ori Learning does not routinely or proactively review Student-Generated Content or other Customer Data and has no duty to do so; its Personnel may encounter content incidentally, for example in support, administration and the handling of reports. Where Personnel, in the course of their work, actually encounter content that a reasonable person would regard as a credible threat to the safety of a Student or another person, Ori Learning refers it promptly to the Customer's safety contact during Support Hours, as DPA §14.5 describes; Ori Learning exercises no clinical judgment.

4.7 Customer systems and data. The Customer is responsible for its devices, networks, content filtering and internet-safety policies, for its own systems that connect to the Platform, and for the accuracy and lawfulness of the Customer Data and instructions it provides; Ori Learning is not responsible for the Customer's systems or for a failure of the Services they cause.

5. Fees, invoicing, payment and taxes

5.1 Fees. The Customer will pay the Fees stated on each Order Form. Fees are fixed for the Subscription Term the Order Form states. Fees for a renewal Subscription Term are stated on the renewal Order Form. The Fees stated on an Order Form are the only amounts payable for the Services it covers, other than charges for Professional Services the Customer later requests.

5.2 Invoicing and payment. Unless the Order Form states otherwise, Ori Learning invoices the Fees at the start of the Subscription Term, and the Customer pays each invoice within 45 days after it receives the invoice, in United States dollars, by the method the invoice states. Ori Learning issues no invoice under an Order Form before the Customer has accepted it and every approval Section 1.3 requires for it is in place. An invoice is received when it is delivered to the accounts-payable contact stated on the Order Form. A purchase order is the Customer's payment instrument; its printed terms do not vary the Agreement.

5.3 Late payment. An amount not paid when due may bear interest at the lesser of one percent per month and the highest rate the law applicable to the Customer allows. Where the Customer is a Public Customer, interest accrues only as, and to the extent, the prompt-payment law applicable to the Customer provides, and no interest accrues where that law bars it.

5.4 Disputed invoices. The Customer may dispute an invoice in good faith by written notice within 30 days after receiving it, stating the reason. The Customer pays the undisputed part when due, and the parties work in good faith to resolve the dispute within 30 days after the notice. Ori Learning will not suspend the Services or charge interest on an amount that is the subject of a good-faith dispute.

5.5 Suspension for non-payment. Ori Learning may suspend access to the Services for non-payment only after it has given the Customer written notice that payment is 30 days overdue and the Customer has not paid within 15 days after that notice. A suspension ends when the overdue amount is paid. Suspension never affects the Customer's rights under Section 6.5 or the Data Privacy Addendum to export Customer Data and to have it returned or Deleted, and Ori Learning will not withhold access to Student Data as leverage for payment.

5.6 Protective suspension. Ori Learning may suspend an individual Account, or restrict a feature, without prior notice where immediately necessary to prevent or contain a Security Incident, to stop a use that violates Section 3.5 or the Acceptable Use Policy, or to comply with Applicable Law. Ori Learning will limit the suspension to what is necessary, notify an Administrator promptly, and restore access once the cause is resolved.

5.7 Taxes. Fees do not include sales, use, excise, value-added or similar taxes. The Customer is responsible for any such taxes on its purchase, or will provide Ori Learning a valid tax-exemption certificate. Ori Learning is responsible for taxes on its own income, property and employees. Nothing in this Section is a statement that the Services are or are not taxable in any jurisdiction.

6. Term, renewal, nonappropriation and termination

6.1 Term. The Agreement begins on the Effective Date and continues until the last Subscription Term ends or the Agreement is terminated, plus the Export Window. Each Subscription Term is stated on its Order Form. A Subscription Term begins no earlier than the date the Customer accepts its Order Form and every purchase order or board approval Section 1.3 requires for it is in place, even where the Order Form states an earlier start date, except that a renewal Subscription Term that includes a continued period begins as Section 6.2 provides.

6.2 Renewal. A Subscription Term does not renew automatically. Ori Learning sends a renewal Order Form at least 60 days before a Subscription Term ends, and the Customer renews by accepting it. If the Customer has stated in writing that it intends to renew but has not accepted a renewal Order Form when the Subscription Term ends, Ori Learning may continue the Services for up to 30 days. The continued period is charged only under an accepted renewal Order Form whose stated Subscription Term expressly includes it, in which case the renewal Subscription Term begins on the day after the prior end date; no charge arises from the statement of intent alone. If the Customer does not renew, the Services end at the end of the 30 days and the continued period is not charged. A continuation under this Section neither starts nor shortens the Export Window, which runs from the date the Services actually end (Section 6.5).

6.3 Nonappropriation. Where the Customer is a Public Customer, its obligation to pay Fees for a fiscal period after the current one is contingent on funds being appropriated or otherwise lawfully made available for that purpose. If Nonappropriation occurs, the Customer may terminate the affected Order Form on 30 days' written notice, without penalty, and Ori Learning will refund the prepaid Fees for the part of the Subscription Term after the termination date. The Customer will notify Ori Learning promptly when it learns that Nonappropriation is likely.

6.4 Termination.

(a) *For cause.* Either party may terminate the Agreement or an affected Order Form on written notice if the other party materially breaches the Agreement and does not cure the breach within 30 days after written notice describing it. A breach of the Data Privacy Addendum must be cured within the period that Addendum states, if shorter.

(b) *By the Customer for convenience.* The Customer may terminate an Order Form for convenience only where its law or procurement rules require that right, as stated in Schedule 1 to the Order Form, on the notice period Schedule 1 states. Fees due for the Subscription Term through the end of the notice period remain payable, and Fees already paid for that period are not refunded.

(c) *By Ori Learning.* Ori Learning may terminate an Order Form only: (i) under Section 6.4(a); (ii) where it retires a Product for all customers or ceases to operate the Platform, on at least 12 months' written notice; or (iii) where it becomes insolvent or ceases business, where a provider critical to the Services becomes unavailable and cannot reasonably be replaced, where Applicable Law prohibits continued performance, or where an urgent security condition makes continued operation unsafe for Customer Data, on as much written notice as the circumstances allow. In each case under (ii) and (iii), Ori Learning refunds the prepaid Fees for the part of the Subscription Term after the termination date, and the Export Window and Deletion under Section 6.5 and the Data Privacy Addendum apply.

(d) *Statutory rights.* Nothing in this Section limits a right to terminate that the law applicable to a Public Customer gives it and does not permit it to waive.

6.5 Effect of expiry or termination. When a Subscription Term ends or an Order Form is terminated: (a) the Customer's right to use the affected Services ends, except as Section 6.2 provides; (b) Fees due through the end date remain payable, and Ori Learning refunds Fees only where this Master states; (c) for 60 days after the date the Services actually end (the Export Window), the Customer may export Customer Data, and on request Ori Learning provides it in a machine-readable format and gives reasonable assistance at no charge, by email during Support Hours, to complete the export and confirm that it is complete, as DPA §12 describes; (d) transformation of exported data, migration into another system and assistance beyond that level are Professional Services at Ori Learning's then-current rates; and (e) after the Export Window, Ori Learning Deletes Customer Data on the schedule, and with the certification, that the Data Privacy Addendum and the Retention & Deletion Schedule state. Neither a termination by the Customer under Section 6.3 or 6.4(a) nor a continuation under Section 6.2 shortens the Export Window.

6.6 Survival. Sections 3.5, 3.6, 5 (as to amounts due), 6.5, 7, 8, 9, 10.8, 11, 12, 14 and 15 survive expiry or termination. The Data Privacy Addendum survives as its Section 15.1 provides.

7. Confidentiality and public records

7.1 Obligations. Each party will use the other's Confidential Information only to perform or exercise rights under the Agreement, protect it with at least reasonable care, and disclose it only to its Personnel and professional advisers who need it for those purposes and are bound by confidentiality duties. Ori Learning may also disclose it to a Subprocessor, including the Subprocessor's staff, only under the conditions the Data Privacy Addendum states for Subprocessors; there is no other route. Customer Data is the Customer's Confidential Information; where the Data Privacy Addendum is more protective, it governs.

7.2 Compelled disclosure. A party may disclose Confidential Information to the extent a court order, subpoena or other legal process requires, after giving the other party prompt notice where Applicable Law permits and cooperating, at the other party's expense, with a request to limit or contest the disclosure.

7.3 Public Records Requests. Where the Customer is subject to an open-records or public-records law, the Customer may disclose Confidential Information of Ori Learning as that law requires, and doing so is not a breach of this Section. Ori Learning marks material it regards as a trade secret or as security-sensitive, including the parts of the Security & Incident Exhibit that its Section 1.4 identifies as security-sensitive. If the Customer receives a Public Records Request that covers marked material, the Customer will, where its law permits, notify Ori Learning promptly, give it a reasonable opportunity to seek an available exemption or to propose redactions, and may apply any exemption its law provides for such material. Marking material does not oblige the Customer to withhold it, and Ori Learning bears the cost of any proceeding it brings to prevent disclosure. The Customer's determination under its law is final, and the Customer has no liability for a disclosure it makes in good faith under that law.

7.4 Posting. Ori Learning consents to the Customer posting or publishing the Agreement, including the Order Form and its Fees, to the extent Applicable Law requires the Customer to do so, and does not claim the Fees as confidential against such a law. The consent does not extend to material Ori Learning has marked as a trade secret or as security-sensitive under Section 7.3, to the extent Applicable Law permits the Customer to withhold it; where a request reaches marked material, the notice, exemption and redaction process in Section 7.3 applies.

7.5 Lawful reports and safety disclosures. Nothing in this Section prevents either party from making a report or disclosure that Applicable Law requires, or from disclosing information to protect the safety of a Student or another person, as DPA §14 describes.

7.6 Duration. These obligations last for the Term and three years after it, except that: (a) for a trade secret, for source code and related material, and for non-public security information, they last for as long as the information remains confidential; and (b) for Student Data and other Customer Data, they last for as long as Ori Learning or any Subprocessor holds the data.

8. Customer Data, Student Data and the Data Privacy Addendum

8.1 The Data Privacy Addendum governs. Every commitment about the collection, use, disclosure, security, retention and Deletion of Student Data and Customer Data is stated in the Data Privacy Addendum, which is part of the Agreement and controls over this Master as to Student Data and Customer Data (Section 15.4).

8.2 Ownership. As between the parties, Customer Data is the Customer's property and remains under its control. Ori Learning claims no ownership of, and acquires no right in, Customer Data or Student-Generated Content except the license in Section 9.4, and holds Student Data as a school official under the Customer's direct control, for the School-Authorized Educational Purpose only, as the Data Privacy Addendum describes.

8.3 Purposes. Ori Learning uses Student Data for no purpose the Data Privacy Addendum does not authorize, which includes no Sale, no Targeted Advertising, no Profiling, and no use of Student Data to train, develop or improve an artificial-intelligence or machine-learning model (DPA §5); De-identified Data and Aggregate Data are created and used only as DPA §6 permits.

8.4 Usage Data. Usage Data linked to an identified individual is Student Data or Customer Data, and the Data Privacy Addendum governs it; Ori Learning may use Usage Data that is not so linked to operate, secure, support and improve the Services.

8.5 Security. Ori Learning maintains the Information Security Program the Security & Incident Exhibit describes and gives notice of Security Incidents as DPA §11 provides.

8.6 Feedback. Feedback excludes Student Data and Customer Data. The person who gives Feedback grants Ori Learning a non-exclusive, perpetual, irrevocable, royalty-free, sublicensable license to use, modify and incorporate it for any purpose, without obligation to that person or to the Customer. Ori Learning does not acquire ownership of Feedback, does not treat Feedback as Confidential Information, and does not identify the Customer or an Authorized User as its source without prior written consent.

9. Intellectual property

9.1 Ori Learning's property. Ori Learning and its licensors own the Platform, the Curriculum Content, the Printable Materials, the Documentation, and every update, improvement and derivative work of them that Ori Learning creates, together with all intellectual-property rights in them. Nothing in the Agreement transfers any of them to the Customer.

9.2 Customer works. Courses, assessments and other materials that the Customer's Publishers, Teachers or Administrators author in the Platform are Customer Data and belong to the Customer. Ori Learning claims no ownership of them. Curriculum Content that a Customer work incorporates remains Ori Learning's and is licensed under Section 3.

9.3 Student works. Student-Generated Content is Student Data. Ori Learning claims no ownership of it and acquires no right in it beyond Section 9.4. Whether a Student, a Parent or the Customer holds the rights in Student-Generated Content is determined by the Customer's policies and Applicable Law, not by the Agreement.

9.4 License to Ori Learning. By submitting content through the Services as the Customer authorizes, whoever holds the rights in Customer Data and Student-Generated Content grants Ori Learning a non-exclusive license, for the Term and the retention period the Data Privacy Addendum states, to host, copy, store, process, transmit, display and back up that content, solely to provide, support and secure the Services for the purposes the Data Privacy Addendum authorizes. The license arises from the act of submission and requires no acceptance in the Platform by a Student, a Parent or an individual Authorized User; no acceptance in the Platform grants any broader right. The license ends when Ori Learning Deletes the data under the Data Privacy Addendum. DPA §3.8 refers to this Section and states no separate license.

9.5 Names and marks. Neither party may use the other's name, logo, seal or trademarks, the names of the Customer's schools, or the fact that the Customer uses the Services, in publicity or marketing without the other's prior written consent, and neither party may imply the other's endorsement. Consent

may be withdrawn at any time.

9.6 Inspection of instructional materials. Nothing in this Section 9 or in Section 3 limits the Customer's ability to permit a Parent or an Eligible Student to inspect Curriculum Content, including survey and check-in items, where Applicable Law gives them that right. Ori Learning will make the relevant Curriculum Content available for that inspection on the Customer's request. Inspection does not permit copying or distribution beyond what Applicable Law requires.

10. Warranties, availability, support and disclaimers

10.1 Mutual warranties. Each party warrants that it has the authority to enter into the Agreement and that the Agreement is binding on it. The Customer warrants that its purchase has been authorized under the law and procedures that govern it.

10.2 Performance. Ori Learning warrants that the Platform will perform materially as the Documentation describes during the Subscription Term, measured against the version of the Documentation current when the Subscription Term begins, a later version applying only where it describes the Services as then delivered, and that Professional Services will be performed in a professional manner by qualified personnel. Ori Learning will not knowingly introduce malicious code into the Platform and uses commercially reasonable measures to prevent it. Personnel who perform Professional Services on the Customer's premises follow the Customer's visitor, safety and conduct policies, and Ori Learning will remove any of them from the engagement at the Customer's reasonable request. If the Platform does not conform, Ori Learning will correct the nonconformity at no charge within a reasonable time after written notice or, if it cannot, the Customer may terminate the affected Order Form and receive a refund of the prepaid Fees for the part of the Subscription Term after termination. If Professional Services do not conform, Ori Learning will re-perform them. These are the Customer's remedies for breach of this Section 10.2; they do not limit the Customer's rights under Sections 6, 11 and 12 or the Data Privacy Addendum.

10.3 Non-infringement. Ori Learning warrants that it has the right to grant the licenses in Section 3 and that the Platform and the Curriculum Content, as Ori Learning provides them and when used as the Agreement permits, do not infringe or misappropriate a third party's intellectual-property rights. Section 11.1 states the remedy.

10.4 Compliance with law. Each party will comply with the Applicable Law that applies to its performance under the Agreement. Ori Learning's obligations concerning Student Data, including those it holds as an operator under the Children's Online Privacy Protection Act rule (16 C.F.R. Part 312) and under the student-privacy laws of the Customer's state, are stated in the Data Privacy Addendum; this Section does not replace or summarize them. The Customer is responsible for determining that its use of the Services is consistent with the laws that govern it. The Data Privacy Addendum and the Accessibility Exhibit describe what Ori Learning does to support the Customer's own duties under those laws.

10.5 Security Exhibit. Ori Learning warrants: (a) that the Security & Incident Exhibit is materially accurate, as of its version date, in describing the controls and practices it states are In place; and (b) that it will maintain the safeguards the Exhibit describes during the Subscription Term and will put in place

each control the Exhibit states is Adopted by the date the Exhibit states for it. This is a warranty of the Exhibit's own text and of its dated commitments, not a guarantee that no Security Incident will occur; the remedies for a Security Incident are those in Sections 11 and 12 and the Data Privacy Addendum.

10.6 Accessibility. Ori Learning builds and evaluates the Platform against the Web Content Accessibility Guidelines 2.1 Level AA. Ori Learning commits that the licensed portals and the complete licensed workflows will conform to that standard by April 26, 2027, subject to the content-authoring and third-party-content dependencies the Accessibility Exhibit §5.3 identifies, and that the web-delivered Printable Materials, Documentation and Curriculum Content media will be evaluated and remediated by that date as the Accessibility Exhibit §6.2 states; the Accessibility Exhibit states the milestones toward that date and the accommodation path, and is the schedule for reaching it. Ori Learning warrants that the Accessibility Exhibit is materially accurate as of its version date, will meet the remediation dates and milestones it states, and, while a defect blocks an Authorized User or materially impairs the user's equally effective use, will put in place the accommodation the Accessibility Exhibit describes once it is accepted. Ori Learning re-evaluates the Platform against that standard at least once a year and for each remaining milestone, delivers the revised evaluation to the Customer by that milestone's date, and gives the Customer the current evaluation on request. Until the conformance date, Ori Learning does not warrant present conformance with the standard. The Customer's remedies for an accessibility defect are the remediation and accommodation the Accessibility Exhibit describes, and Section 6.4(a) for an uncured material breach of those commitments. Where an Order Form placed under a federal award requires a different standard, Section 15.9 applies.

10.7 Availability and support. Ori Learning will use commercially reasonable efforts to make the Platform available at all times, except during: (a) planned maintenance, which Ori Learning schedules outside typical school hours where practicable and announces to Administrators at least 48 hours in advance; (b) emergency maintenance needed to protect the Platform or Customer Data, announced as soon as practicable; and (c) events described in Section 15.5. On the Customer's request, Ori Learning will provide the information it holds about the Platform's availability during the prior twelve months. Ori Learning provides support to Administrators and Teachers by email at support@orilearning.com, and through any other channels the Documentation states, during the Support Hours, which are Ori Learning's regular business hours, Eastern Time, on Business Days. Security Incidents are handled under the Incident Response Plan, and the notice periods in DPA §11 run whether or not they fall within Support Hours; this Master promises no continuous staffing and no response time. This Master states no availability percentage, service credit, recovery-time or recovery-point commitment; where a Customer's procurement requires one, it is stated in Schedule 1 to the Order Form.

10.8 Disclaimers and allocation of responsibility. Except as expressly stated in the Agreement, Ori Learning provides the Services without any other warranty and disclaims, to the extent Applicable Law permits, every implied warranty, including merchantability, fitness for a particular purpose, and non-infringement beyond Section 10.3. Ori Learning does not warrant that the Services will be uninterrupted or error-free, that the Curriculum Content will produce a particular educational, behavioral or emotional outcome for any Student, or that Third-Party Components or the Customer's systems will function. The parties allocate responsibility as follows: the Services are instructional materials and tools; they are not offered as, and do not substitute for, medical, psychological, counseling or crisis services; Ori Learning undertakes no clinical judgment; and decisions about a Student's needs, supports and emer-

gencies rest with the Customer and its qualified staff. Curriculum Content delivered away from the Platform is delivered under the supervision of the Customer's qualified staff, and Ori Learning is not responsible for injury or loss arising from its delivery or from unsupervised use. Nothing in this Section disclaims a duty that Applicable Law does not permit Ori Learning to disclaim, cures a specific representation made elsewhere in the Agreement, or limits the Data Privacy Addendum.

10.9 Hosting. The Platform is hosted on Microsoft Azure, a third-party cloud provider; Ori Learning does not operate its own data centers. Ori Learning is responsible to the Customer for its Subprocessors as the Data Privacy Addendum provides. The Customer's remedies under the Agreement run against Ori Learning, and the Customer is not required to pursue a Subprocessor.

11. Indemnification

11.1 By Ori Learning: intellectual property. Ori Learning will defend the Customer against a claim by a third party that the Platform or the Curriculum Content, as Ori Learning provides them and when used as the Agreement permits, infringes that third party's patent, copyright or trademark or misappropriates its trade secret, and will pay the damages, costs and reasonable attorneys' fees finally awarded against the Customer or agreed by Ori Learning in settlement. Ori Learning has no obligation for a claim to the extent it arises from: (a) Customer Data or other material the Customer or an Authorized User supplies; (b) a modification not made by Ori Learning; (c) combination with a product, content or system Ori Learning did not supply, where the claim would not have arisen without the combination; or (d) use in breach of the Agreement, or after Ori Learning has offered a non-infringing alternative and asked the Customer to stop the use. If such a claim is made or is likely, Ori Learning may, at its option and expense, procure the right for the Customer to continue using the affected material, modify or replace it without material loss of functionality or, if neither is commercially reasonable, terminate the affected Order Form and refund the prepaid Fees for the part of the Subscription Term after termination.

11.2 By Ori Learning: data protection. Ori Learning will defend the Customer against a claim by a third party, including a governmental authority, to the extent it arises from Ori Learning's breach of the Data Privacy Addendum, from a Security Incident caused by Ori Learning's breach of its security obligations, or from Ori Learning's breach of Section 7, and will pay the damages, costs, reasonable attorneys' fees and, to the extent Applicable Law permits them to be indemnified, penalties finally awarded against the Customer or agreed by Ori Learning in settlement. The cost reimbursements DPA §11 provides are part of this obligation. This Section 11.2 is subject to Section 12.3.

11.3 By the Customer. The Customer is responsible for the Customer Data and other material it and its Authorized Users supply, for their use of the Services, and for the instructions it gives Ori Learning. Where the Customer is not a Public Customer, the Customer will defend Ori Learning against a claim by a third party to the extent it arises from: (a) Customer Data or other material the Customer or its Authorized Users supply, including a claim that it infringes a third party's rights or was collected or provided unlawfully; (b) use of the Services by the Customer or its Authorized Users in breach of the Agreement or the Acceptable Use Policy, to the extent not caused by Ori Learning; or (c) an unlawful instruction the Customer gives Ori Learning; and will pay the damages, costs and reasonable attorneys' fees finally awarded against Ori Learning or agreed by the Customer in settlement. A Public Customer gives no indemnity under the Agreement and remains responsible for its own acts and omissions as its law provides.

11.4 Procedure. The party seeking defense will notify the other promptly in writing of the claim; a delay excuses the defending party only to the extent it is prejudiced. The defending party controls the defense and settlement, except that it may not, without the other party's written consent, settle a claim in a way that admits fault on the other party's behalf, that imposes an obligation on it other than a payment the defending party makes, or, for a Public Customer, that its law does not permit. The party being defended will cooperate at the defending party's expense and may participate with its own counsel at its own expense. Where a Public Customer's law requires a public official to control the defense of claims against it, the parties will cooperate so that Ori Learning's obligations under this Section are honored consistently with that law.

11.5 Remedy for infringement claims. This Section 11 states Ori Learning's entire obligation for a third-party claim that the Platform or the Curriculum Content infringes or misappropriates intellectual-property rights.

12. Limitation of liability

12.1 Excluded damages. Neither party is liable to the other under or in connection with the Agreement, under any theory, for indirect, incidental, consequential, special, exemplary or punitive damages, or for lost profits, lost revenue, lost business or loss of goodwill, even if advised of their possibility. The costs of notices that DPA §11.8 makes recoverable, and the notification costs a State Addendum requires Ori Learning to pay or reimburse (for New York, Section C.7 of the New York package), are direct damages for the purposes of the Agreement and are not excluded by this Section. Section 12.4 states what this exclusion and the limits below do not cover.

12.2 General cap. Except as Sections 12.3 and 12.4 provide, each party's total liability to the other under or in connection with the Agreement, under any theory, does not exceed the Fees payable under the Order Form to which the claim relates for the 12 months immediately before the event giving rise to the claim. For that measurement: where the Subscription Term is 12 months or shorter, the amount is the Fees payable for the whole Subscription Term; where it is longer than 12 months, the amount is the Fees the Order Form attributes to the 12 months that include the event; where the claim relates to no particular Order Form, the amount is the Fees payable under all Order Forms in effect during those 12 months; and where the claim arises after the Term, the 12 months are the last 12 months of the Term.

12.3 Data Protection Claims and infringement claims. Ori Learning's total liability for Data Protection Claims, including its obligations under Section 11.2 and DPA §11, does not exceed two times the amount in Section 12.2; for those claims this limit applies in place of, not in addition to, the limit in Section 12.2. Ori Learning's obligations under Section 11.1 are subject to the same amount, except that its liability for its own willful infringement is not limited. Subject to Sections 12.4 and 12.5, Ori Learning's total liability for all claims under the Agreement together does not exceed the amount in this Section 12.3.

12.4 What the limits do not cover. Sections 12.1 to 12.3 do not limit: (a) a party's liability for its fraud or willful misconduct; (b) Ori Learning's liability for its own willful infringement of a third party's intellectual-property rights; (c) the Customer's liability for use of the Platform or the Curriculum Content in breach of Section 3, or for infringement of Ori Learning's intellectual-property rights; (d) the Customer's

obligation to pay Fees; (e) liability for bodily injury, death or damage to tangible property caused by a party's negligence, where the law applicable to the Customer does not permit that liability to be limited; or (f) any liability that Applicable Law does not permit to be limited.

12.5 One architecture. This Section 12 is the only limitation of liability in the Agreement. It applies to claims under the Order Form, the Data Privacy Addendum, its Exhibits and any State Addendum, unless a State Addendum executed for the Customer, whether by the Customer's acceptance of the Order Form that incorporates it or by signature, expressly states a different rule for its subject matter, as Section C.7 of the New York package does for notification costs. The Authorized User Terms and any posted policy neither limit nor expand liability between the parties. Amounts Ori Learning pays under Section 11.1, Section 11.2 or DPA §11 count toward the limit in Section 12.3, other than amounts for willful infringement.

12.6 Scope. This Section 12 limits liability between the parties. It does not limit a remedy Applicable Law gives a person who is not a party, including a Parent or a governmental authority, and it does not limit a remedy that Applicable Law does not permit to be limited. The limits apply to a Public Customer's liability to the extent the law applicable to it permits.

13. Insurance

Ori Learning maintains commercially reasonable general liability insurance and cyber and technology errors-and-omissions insurance for its business and the Services, and workers' compensation insurance and, where the law applicable to the Customer requires it, unemployment insurance in the amounts Applicable Law requires, and will provide a certificate of insurance evidencing its current coverage on the Customer's request. Where Schedule 1 to the Order Form states lines of coverage, limits, additional-insured status, endorsements or certificate requirements that the Customer's procurement requires, Ori Learning will maintain and evidence them for that Subscription Term as Schedule 1 states. This Master itself states no limits. The Customer maintains the insurance or self-insurance its law requires.

14. Governing law, venue and disputes

14.1 Escalation first. Before starting a proceeding, a party will give the other written notice describing the dispute, and executives of both parties with authority to resolve it will confer in good faith within 30 days after the notice. This step does not apply to a request for relief under Section 14.5 or where a limitation period would otherwise expire.

14.2 Public Customers. Where the Customer is a Public Customer, the Agreement is governed by the law of the state in which the Customer is located, without regard to its conflict-of-laws rules, and a proceeding may be brought only in the state or federal courts with jurisdiction over the Customer's principal office. Nothing in the Agreement: (a) requires the Customer to arbitrate or to use any dispute process other than the courts; (b) waives the Customer's right to a jury or to proceed together with others; (c) waives an immunity, defense, procurement protection or appropriation protection the Customer has under its law; or (d) requires the Customer to pay the other party's attorneys' fees. Where the Customer's law prescribes a different governing law, forum or dispute procedure for its contracts, that law controls, as Section 15.6 provides. Where the Customer is a federal agency, federal law governs and Section 15.9 applies.

14.3 Other Customers. Where the Customer is not a Public Customer, the Agreement is governed by the law of the State of New Jersey, without regard to its conflict-of-laws rules, and a proceeding may be brought only in the state or federal courts located in New Jersey. Each party submits to the jurisdiction of those courts.

14.4 No arbitration. The Agreement contains no agreement to arbitrate. Nothing in the Agreement or in the Authorized User Terms requires a Student, a Parent or an individual Authorized User to arbitrate a claim or to waive a right to bring one.

14.5 Injunctive relief. Either party may seek an injunction or other equitable relief in a court of competent jurisdiction, without posting a bond where the law allows, to protect its intellectual-property rights or Confidential Information, or to stop an unauthorized use or disclosure of Student Data.

15. General

15.1 Notices. A notice under the Agreement must be in writing. Notices to Ori Learning go to SpecialNeedsWare, Inc. dba Ori Learning, Attention: Legal, 66 Summit Ave, Chatham, NJ 07928, with a copy by email to legal@orilearning.com. Notices to the Customer go to the notice address and email stated on the Order Form or, if none is stated, to its Administrator of record. A notice is received on delivery by courier, three Business Days after certified mailing, or on the next Business Day after an email is sent without a delivery failure. Operational notices, including maintenance announcements and updates to posted documents under Section 15.3, may be given to Administrators by email or in the Platform, except that notice of a Subprocessor change is given only as DPA §9.6 states, and delivery in the Platform alone never satisfies it. Either party may change its notice details by notice.

15.2 Assignment and change of control. Neither party may assign the Agreement without the other's prior written consent, except that either party may assign it in whole, without consent, to a successor in a merger, acquisition, reorganization or sale of all or substantially all of the business or assets to which the Agreement relates, on written notice given as soon as it lawfully can and no later than 30 days after the transaction closes. An assignment by Ori Learning is effective only if the successor assumes in writing every obligation of Ori Learning under the Agreement, including the Data Privacy Addendum, and Student Data transfers to the successor subject to the same purposes and restrictions that applied before the transfer, with no expanded use. If a successor of Ori Learning does not assume the Data Privacy Addendum in writing, the Customer may terminate the Agreement on written notice and receive a refund of the prepaid Fees for the part of the Subscription Term after termination. A Public Customer assigns as its law allows. Ori Learning's engagement of Subprocessors under the Data Privacy Addendum is not an assignment. An assignment in breach of this Section is void.

15.3 Amendment and versions. This Master, the Ori Learning Definitions, the Data Privacy Addendum with its Annex A and Exhibits 1 and 3, the Accessibility Exhibit and any executed State Addendum are locked to the versions identified on the Order Form for that Subscription Term, subject to the improvement rule in DPA §15.3 for a new version of Exhibit 1 or Exhibit 3. Ori Learning may publish a new version at its versioned URL with a new version tag, effective date and change-log entry; it applies to the Customer only from its next renewal Order Form, or earlier by a written amendment signed by both parties. Prior versions of the documents Ori Learning publishes remain available at orilearning.com/legal/archive/ for at least seven years after they last governed a Customer. The Subprocessor Schedule

applies in its current published version and changes during a Subscription Term only under DPA §9, with the notice and the termination right DPA §9.6 states; a material change to the collection, use or disclosure of Student Data takes effect for the Customer only with the Customer's renewed authorization, given as DPA §15.4 provides (by its Designated Representative or, on the Customer's behalf, by an Administrator, by acceptance in the Platform or by email). The Acceptable Use Policy and the posted notices may be updated during a Subscription Term: an update to the Acceptable Use Policy that materially changes the Customer's or its Authorized Users' obligations, or the treatment of Student Data, takes effect for the Customer only on an Administrator's acceptance in the Platform or by email, the version identified on the Order Form governing until then; any other update takes effect on at least 30 days' notice, which Ori Learning gives by email to the Customer's designated privacy and security contact, with its Administrators copied, and by posting the updated document. A mid-term update never materially reduces a protection for Student Data and never alters a term stated on the Order Form. If a mid-term update to the Acceptable Use Policy materially restricts the Customer's use of the Services, the Customer may terminate the affected Order Form on notice given within 30 days after the update takes effect and receive a refund of the prepaid Fees for the rest of the Subscription Term. Otherwise the Agreement may be amended only in a writing signed by both parties. No waiver is effective unless in writing, and a failure to enforce a provision is not a waiver of it.

15.4 Order of precedence. If the documents that make up the Agreement conflict, the document listed higher below controls to the extent of the conflict:

(a) a Data Privacy Agreement executed by both the Customer and Ori Learning, including a National Data Privacy Agreement, a state form, or a Customer-authored agreement, as to the treatment of Student Data, and as to a term of Section 11, 12, 13 or 14 of the Master Subscription Agreement only where it names the term it varies;

(b) a State Addendum executed for the Customer, as to its subject matter;

(c) the Data Privacy Addendum, including its Exhibits and Annexes, as to Student Data and Customer Data;

(d) the Order Form, with its Schedule 1 and any award-specific addendum attached under it, except that a term the award-specific addendum identifies as one the federal award or cooperative contract makes mandatory controls a conflicting term of any document listed here to the extent the law requires and no further;

(e) the Master Subscription Agreement;

(f) the Accessibility Exhibit and the Acceptable Use Policy, in that order; and

(g) the Authorized User Terms and any posted notice or policy, which bind only the individual who accepts them, whether an Authorized User or the holder of an Independent Account, and never the Customer.

The Ori Learning Definitions control the meaning of a capitalized term in every document listed above, except where a document at (a) or (b) defines the term for its own subject matter. An Order Form varies the Master Subscription Agreement only by language that identifies the section varied; a commercial field completed on the Order Form is not a variation. An Order Form varies the Data Privacy Addendum, a State Addendum, or an Exhibit only by language that identifies the section varied and is signed by

both parties. A certification, disclosure or form that the Customer's law requires binds Ori Learning only where the Order Form identifies it or a signed amendment adopts it, and then as part of the Order Form. A purchase order's printed terms do not vary the Agreement. Nothing in this order of precedence limits a right or remedy that applicable law does not permit to be limited.

15.5 Force majeure. Neither party is liable for a failure or delay in performance caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil disorder, governmental action, failure of a public utility or of the internet, or a denial-of-service attack that reasonable security would not have prevented, provided the affected party notifies the other promptly and uses reasonable efforts to resume performance. Force majeure does not excuse payment for Services delivered, does not excuse Ori Learning's obligation to give notice of a Security Incident under the Data Privacy Addendum, and does not excuse a security duty that Applicable Law does not permit to be excused. If a force majeure event prevents Ori Learning from providing a Product for more than 30 consecutive days, the Customer may terminate the affected Order Form on notice and receive a refund of the prepaid Fees for the period after termination.

15.6 Severability and state-law conformance. If a court or authority holds a provision of the Agreement invalid or unenforceable, that provision is limited or severed to the minimum extent necessary, and the rest of the Agreement continues in effect. Where the law that authorizes the Customer to contract requires a term to be included in the Agreement or prohibits a term of it, the required term is treated as included and the prohibited term as severed, for that Customer and to that extent, and the rest of the Agreement continues. As to Student Data, DPA §16.1 states the severance rule, and a term the Customer's student-privacy law requires is supplied by the Customer's own Data Privacy Agreement or by a State Addendum executed for the Customer, not deemed into the Agreement.

15.7 Entire agreement. The Agreement is the entire agreement between the parties about its subject and supersedes every earlier or contemporaneous proposal, representation and agreement about that subject, except: (a) an executed Data Privacy Agreement, which applies as Section 15.4 states; (b) a later instrument signed by both parties that expressly amends or supersedes the Agreement; (c) the specifications and representations from a solicitation, and from Ori Learning's response to it, that the Order Form lists as incorporated after Ori Learning's review, at the rank the Order Form states, nothing else in a solicitation or a response having operative effect; and (d) a certification, disclosure or form that the Customer's law requires it to obtain, which is informational unless Ori Learning signs it or accepts it in writing, and which binds Ori Learning only where the Order Form identifies it or a signed amendment adopts it, as Section 15.4 states. Nothing in this Section voids a commercial term stated on the Order Form. As of the Effective Date, the Agreement replaces, for the Customer, Ori Learning's earlier Terms of Service, Privacy Policy, Master Services Agreement (also titled License Agreement), Service Level Agreement and the terms printed on its earlier quotes, to the extent any of them governed the Services, except that a commitment stated in a signed instrument for a Subscription Term that has not ended continues for the rest of that Subscription Term.

15.8 Counterparts and electronic signature. The Order Form and this Master may be signed in counterparts and by electronic or scanned signature, each of which is an original and all of which together are one instrument.

15.9 Federal and cooperative orders. Where the Customer pays for an Order Form with federal funds, the provisions its federal award requires it to include in its contracts apply to that Order Form. Where an Order Form is placed under a federal contract or a cooperative purchasing contract, that contract's terms apply as it requires. In either case Schedule 1 to the Order Form identifies the award or contract by number, and the award-specific addendum attached under it states the clauses the award or contract actually imposes; a term that addendum identifies as mandatory controls this Master to the extent the law requires, as Section 15.4 states. Ori Learning does not otherwise take on a federal or cooperative obligation by reason of the Customer's status, its own registration in a federal vendor system, or the existence of a purchasing vehicle. Where a federal award requires conformance with the Revised Section 508 Standards or another accessibility standard, that standard applies to that Order Form in place of the standard stated in the Accessibility Exhibit. Where the Customer's award or law requires it, Ori Learning keeps the contract and billing records for the Order Form for the period the award or law states and, on reasonable written notice and subject to Section 7, gives access to them to the Customer, to any pass-through entity, to the awarding agency and to any other person the award or Applicable Law authorizes; the Data Privacy Addendum governs any Student Data those records contain.

15.10 Relationship and third parties. The parties are independent contractors; the Agreement creates no partnership, joint venture, agency or employment relationship. No person other than the parties and their permitted successors has a right under the Agreement, except that the Agreement does not affect a right Applicable Law gives a Parent, a Student or a governmental authority directly against either party.

15.11 Interpretation. Headings do not affect interpretation. "Including" means "including without limitation". A reference to a Section is to a Section of this Master unless another document is named. The Agreement is not construed against either party as its drafter.

16. Signature

Optional. This Master binds the parties through the Order Form (Section 1.4); the parties may also sign below.

For the Customer	For Ori Learning
Customer legal name	SpecialNeedsWare, Inc. dba Ori Learning
Name: Name	Name: Jonathan Izak
Title: Title	Title: Chief Executive Officer
Date: Date	Date: Date
Signature: Signature	Signature: Signature