TERMS OF SERVICE

Last Updated October 1, 2026

Please read these Terms of Service (these "**Terms**") carefully. These Terms govern WINWON's provision of software and services, and Customer's (as defined below) use thereof, as set forth in an Order Form (as defined below) between WinWon Technologies Inc. ("**WINWON**" or "**we**") and Customer. TOGETHER, THESE TERMS AND ANY ORDER FORM(S) COLLECTIVELY CONSTITUTE THE "**AGREEMENT**." THE AGREEMENT IS EFFECTIVE AS OF THE ORDER FORM EFFECTIVE DATE (AS DEFINED AND SET FORTH IN THE INITIAL ORDER FORM) OR THE DATE A SUBSCRIPTION IS ORDERED, AS APPLICABLE. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE ORDER FORM.

BY EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS BY REFERENCE, ORDERING A SUBSCRIPTION, AND/OR OTHERWISE USING THE SERVICES, THE INDIVIDUAL OR ENTITY OBTAINING THE RIGHT TO ACCESS SUCH SERVICES ("**CUSTOMER**" or "**YOU**") IS AGREEING TO BE BOUND BY AND IS A PARTY TO THIS AGREEMENT. IF THE INDIVIDUAL SIGNING THE ORDER FORM FOR CUSTOMER IS SIGNING ON BEHALF OF A COLLEGE, UNIVERSITY, CONFERENCE, LEAGUE, YOUTH SPORTS ORGANIZATION, NONPROFIT ORGANIZATION, SCHOOL DISTRICT, INSTITUTION, OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE FOREGOING AND ALL NECESSARY DISCLOSURES AND APPROVALS HAVE BEEN MADE OR OBTAINED, AS APPLICABLE. SUCH AUTHORITY SHALL REMAIN EFFECTIVE REGARDLESS OF ANY SUBSEQUENT CHANGE IN SUCH INDIVIDUAL'S EMPLOYMENT STATUS OR POSITION, INCLUDING, WITHOUT LIMITATION, RESIGNATION, TERMINATION, OR REASSIGNMENT WITHIN THE REPRESENTED ORGANIZATION OR ENTITY. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

CERTAIN ASPECTS OF THE SERVICES ARE PROVIDED WITH OR OTHERWISE COMPATIBLE WITH CERTAIN SERVICES OWNED OR CONTROLLED BY THIRD PARTIES. YOUR USE OF THOSE THIRD-PARTY SERVICES WILL BE GOVERNED BY THOSE LICENSES, AND NOT THIS AGREEMENT.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A DIRECT COMPETITOR OF WINWON, EXCEPT WITH WINWON'S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE, OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this section, or in the section where they are first used.

"Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the WINWON Solution.

"Applicable Data Protection Laws" means any applicable US federal or state laws, regulations, orders, or judgments issued by a governmental authority that govern the privacy, security, confidentiality, protection, Processing, or transfer of Personal Data.

"Authorized User" means each of Customer's employees, agents, independent contractors, and student-athletes who are authorized to access the WINWON Solution pursuant to Customer's rights under this Agreement.

"Customer Content" means any information, data, content, materials, or submissions posted, uploaded, transmitted, or otherwise provided by, or on behalf of, Customer or its Authorized Users for use with the Services, including, without limitation, Personal Data of Students, but excluding any Usage Data or Derived Data.

"Documentation" means the technical materials provided by WINWON to Customer, if any, in hard copy or electronic form describing the use and operation of the WINWON Solution.

"Intellectual Property Rights" means all rights, title, and interest, worldwide, whether registered or unregistered, now known or hereinafter existing, in and to any and all intellectual property and proprietary rights, including, without limitation: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights (including, without limitation, rights covering software, processes, algorithms, techniques, user interfaces, know-how, and other tangible or intangible technical or proprietary material or information); and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

"Licensed Material" means results, reports, materials, and documentation made available to Customer as part of the Services.

"Order Form" means an order form that is signed by both parties and references this Agreement or a Subscription order for the Services selected by Customer through the Site.

"Personal Data" means any Customer Content, whether in electronic or paper-based form, that constitutes "personal data," "personal information," or "personally identifiable information" or similar information governed by Applicable Data Protection Laws. For clarity, Personal Data does not include information pertaining to Customer's business contacts and/or representatives who are Customer personnel where WINWON has determined what information to collect and for what purposes.

"Subscription" means each of the subscriptions for WINWON Solution offered by WINWON, as described on the Site.

"Processing" (including "Process", "Processes", "Processed", and other variants of the term) means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collection, collation, recording, organization, storage, adaptation or alteration, retrieval, consultation, analysis, interpretation, compilation, aggregation, use, disclosure by transmission, dissemination, viewing, copying, deleting, or otherwise making available, alignment or combination, blocking or erasure, or destruction.

"Professional Services" means professional services provided by WINWON to Customer as described in any Order Form (as may be further elaborated in any SOW), including services relating to the WINWON Solution and support, implementation, training, and on-boarding thereof.

"Services" means any services provided by WINWON to Customer under this Agreement as set forth in an Order Form, including, but not limited to, provision of the WINWON Solution and Professional Services.

"Site" means https://www.winwontech.com/.

"**Student**" means any student enrolled in Customer's educational institution whose Personal Data is submitted to WINWON by an Authorized User in connection with this Agreement.

"WINWON Solution" means the software-as-a-service application, whether now in existence or hereinafter created, updated, or provided, as identified in any corresponding Order Form or selected via a Subscription that allows Authorized Users to access certain features and functions through a web interface or mobile application.

2. PROVISION OF SERVICES.

2.1 Access. Subject to Customer's payment of the fees set forth in the Order Form or applicable Subscription ("**Fees**"), WINWON will provide Customer with access to the WINWON Solution via a web browser. On or as soon as reasonably practicable after the Commencement Date (as set forth in the Order Form or the date a Subscription is ordered via the Site, as applicable), WINWON will provide to Customer the necessary passwords, security protocols, and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access

the WINWON Solution in accordance with the Access Protocols; provided that nothing herein will be construed to require WINWON to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the WINWON Solution from the internet.

2.2 Support Services. Subject to the terms and conditions of this Agreement, including Section 2.4 below, WINWON will exercise commercially reasonable efforts to provide support for the use of the WINWON Solution to Customer in accordance with its then-current standard policies and procedures, as may be updated from time-to-time in WINWON's sole discretion.

2.3 Updates to the Services. WINWON may modify, update, enhance, or discontinue the Services (including any portions, features, or functionalities) at any time in its sole discretion, including modifications, updates, or discontinuations that may be detrimental or result in a diminishment of value to Customer (the "**Updates**"). In the event such Updates to the Services paid for by Customer result in a substantial and material diminishment of value to Customer, as determined by WINWON in its sole but reasonable discretion, WINWON shall notify Customer of such modification, update, or discontinuation and provide such Customer with the option to discontinue the applicable Services. WINWON may change the Fees associated with one or more Subscription(s) at such Subscription(s)' renewal term and WINWON will notify Customer of any rate change with the option to cancel within thirty (30) days following such notification.

2.4 Availability of the Services. While WINWON will use commercially reasonable efforts to keep the Services generally available and accessible, the Services may be unavailable from time to time for repairs, upgrades, routine or emergency maintenance, or other interruptions outside WINWON's reasonable control, including outages or failures of any Third-Party Integrations or any related application programming interfaces ("**APIs**"). WINWON may implement Updates or take the Services offline at any time in its sole discretion and without prior notice; provided, however, that WINWON will strive to provide advance notice to Customer whenever reasonably practicable. Interruptions to Customer's or its Authorized Users' access to or use of the Services shall not provide a basis for terminating a Subscription or for seeking or receiving any full or partial refund, credit, or other compensation for prepaid or unused subscription fees.

3. INTELLECTUAL PROPERTY.

3.1 License Grant. Subject to the terms and conditions of this Agreement, WINWON grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.6 (No Assignment)) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the WINWON Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the WINWON Solution. Customer may permit any Authorized Users to access and use the features and functions of the WINWON Solution as contemplated by this Agreement; provided, however, that Customer will be solely responsible for all acts or omissions of its Authorized Users with respect to the use of the WINWON Solution, including, without limitation: (i) compliance with this Agreement, applicable laws, and WINWON's acceptable use policies (as may be updated from time-to-time); (ii) the security of its Access Protocols; and (iii) the accuracy, legality, and appropriateness of any Customer Content and/or Customer Queries (as defined below). Customer shall not permit Authorized Users to circumvent or attempt to circumvent WINWON's usage restrictions as set forth in Section 3.2 below, or otherwise misuse the Services. Customer shall promptly notify WINWON of any breach or suspected breach of this Agreement by any Authorized User.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the WINWON Solution, Licensed Material, or Documentation, except as expressly permitted under this Agreement; (b) modify, adapt, alter, translate, or disable the WINWON Solution, Licensed Material, Documentation, or any part or features thereof (including any security measures); (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer, or otherwise permit the use of the WINWON Solution, Licensed Material, or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine (or attempt to derive or determine) the source code (or the underlying ideas, algorithms, structure, or organization) of the WINWON Solution, the hardware or network used to operate it, or any Third-Party Integrations or third-party data contained therein, except as permitted by applicable law; (e) interfere with or disrupt the operation of the WINWON Solution, the hardware or network used to operate the WINWON Solution, or any Third-Party Integrations or third-party data contained therein; (f) modify, copy, or make derivative works based on any part of the WINWON Solution, Licensed Material, or Documentation, except as permitted herein; (g) access or use the WINWON Solution to build a similar or competitive product or service; (h) attempt to access the WINWON Solution through any unapproved interface; (i) violate FERPA, Applicable Data Protection Laws, or any other applicable law, regulation, or Third Party Service Terms; (j) use or distribute the WINWON Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 (License Grant) inconsistent with the Documentation, or otherwise in violation of this Agreement; (k) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of WINWON or its licensors on the Licensed Material or any copies thereof; (l) attempt to access any paid or restricted features of the WINWON Solution, its related systems, networks, or Third-Party Integrations without authorization; (m) use automated scripts, bots, crawlers, scrapers, or other similar methods or tools to collect information from or otherwise interact with the WINWON Solution or any Third-Party Integrations without WINWON's express written

consent; or (n) impersonate any other Authorized User or person in connection with the WINWON Solution.

3.3 Ownership. Customer acknowledges and agrees that the WINWON Solution, Licensed Materials, Documentation, and all enhancements and improvements thereto, and worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of WINWON and its suppliers. For the avoidance of doubt, WINWON and its suppliers retain all rights, title, and interest in and to all software, processes, algorithms, techniques, user interfaces, designs, know-how, and other tangible or intangible technical or proprietary material or information, and all copyrights, patents, trademarks, trade secrets, and other proprietary rights in the WINWON Solution, Licensed Materials, Documentation, and all enhancements and improvements thereto. All rights in and to the WINWON Solution, Licensed Materials, and Documentation not expressly granted to Customer in this Agreement are reserved by WINWON and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the WINWON Solution, Licensed Material, Documentation, or any part thereof.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, WINWON grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 13.6 (No Assignment)), non-sublicensable license to use the Licensed Material solely for Customer's internal business purposes. For the avoidance of doubt: (a) the license set forth in this Section 3.4 does not apply to the underlying materials, processes, templates, or other proprietary components used to create the Licensed Material; and (b) WINWON has no obligation to maintain, update, or support the Licensed Material after the termination of the Agreement.

3.5 Open Source Software. Certain items of software may be provided to Customer with the WINWON Solution and are subject to "open source" or "free software" licenses (**"Open Source Software"**). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.3 (Ownership) or 11 (Indemnification). Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, WINWON makes such Open Source Software, and WINWON's modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to WINWON a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by Customer, including Authorized Users and Students, relating to the Services. WINWON will not identify Customer as the source of any such feedback.

3.7 Third-Party Integrations. The Services may integrate with or allow Customer to access third-party software, services, applications, or content ("**Third-Party Integrations**"). Customer acknowledges that WINWON does not control such third-party services, and use of any Third-Party Integrations is at Customer's sole risk and subject to the service terms of the third-party provider ("**Third-Party Service Terms**"). Customer is solely responsible for compliance with all Third-Party Service Terms, obtaining any necessary licenses or permissions, and the accuracy, legality, and security of any data exchanged through Third-Party Integrations. WINWON may add, remove, or modify Third-Party Integrations at any time without notice.

3.8 Artificial Intelligence. WINWON may, in its sole discretion, use or implement artificial intelligence models provided by third-party vendors ("**AI Models**") in connection with the Services or the WINWON Solution. Customer and its Authorized Users acknowledge and agree that: (a) they are solely responsible for all information, content, prompts, questions, data, or other inputs submitted to any AI Models ("**Customer Queries**"), such Customer Queries will be disclosed to AI Models, and neither the Customer Queries nor the AI Responses (as defined below) are confidential or transmitted in a de-identified or anonymized form; (b) any information, recommendations, or outputs generated by AI Models ("**AI Responses**") may not be accurate, complete, or reliable, and Customer shall be solely responsible for verifying and validating all AI Responses before relying on or acting upon them; (c) WINWON makes no representation or warranty, express or implied, regarding the accuracy, completeness, or suitability of any AI Responses for any purpose; (d) Customer and its Authorized Users are responsible for ensuring that its inputs into and use of any AI Models or AI Responses complies with all applicable laws, regulations, and internal policies, including Applicable Data Protection Laws, medical privacy requirements, and educational privacy requirements; (e) WINWON does not control or endorse the AI Responses of the third-party AI Model and WINWON may update, remove, or discontinue artificial intelligence integrations at any time in its sole discretion; and (f) to the maximum extent permitted by law, WINWON shall not be liable for any loss, claim, or damage arising from Customer's use of or reliance on any AI Responses. Furthermore, in addition to Customer Queries, Customer hereby grants WINWON the right to use, process, transmit, and disclose de-identified data to applicable AI Models solely for the purpose of providing, maintaining, improving, and supporting the Services and the WINWON Solution. For the avoidance of doubt, excluding Customer Queries, WINWON shall only transmit such data to AI Models in a de-identified and anonymized form and

shall not transmit any identifiable Personal Data, including for any Student, to any AI Model.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by WINWON under this Agreement, Customer shall pay to WINWON the Fees. Except as otherwise provided in the Order Form, all Fees are billed annually and due and payable within thirty (30) days of the date of the invoice. WINWON reserves the right to modify the Fees payable hereunder upon written notice to Customer at least forty-five (45) days prior to the end of the then-current term. WINWON will be reimbursed only for expenses that are expressly provided for in an Order Form or SOW or that have been approved in advance in writing by Customer, provided WINWON has furnished such documentation for authorized expenses as Customer may reasonably request. WINWON reserves the right (in addition to any other rights or remedies WINWON may have) to discontinue the WINWON Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate, and up-to-date Customer billing and contact information at all times. Except as provided in an Order Form, fees are not refundable. In connection with Fees due for Subscriptions, Customer authorizes WINWON to store Customer's payment method(s) and automatically charge Customer's payment method(s) on the applicable payment date.

4.2 Payment Processing. From time to time WINWON may use certain third parties to provide payment services (e.g., card acceptance, merchant settlement and related services) ("**Payment Processors**"). By selecting certain billing and/or payments features, Customer agrees to comply with the terms and conditions and policies of the Payment Processors used by WINWON, and hereby consents and authorizes WINWON to share any information and payment instructions provided herein with Payment Processors to the minimum extent required to complete Customer's transactions hereunder. WINWON is not responsible for any errors, delays, or issues caused by Payment Processors, and disclaims any liability for such matters to the maximum extent permitted by applicable law.

4.3 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on WINWON's income), fees, duties, and charges, and any related penalties and interest arising from the payment of the fees, the provision of the Services, or the license of the WINWON Solution to Customer. Customer will make all payments of Fees to WINWON free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to WINWON will be Customer's sole responsibility, and Customer will provide WINWON with official receipts issued by the appropriate taxing authority, or such other evidence as WINWON may reasonably request, to establish that such taxes have been paid. If Customer purports to be exempt from any local, state, and/or federal taxes, Customer shall provide WINWON with valid exemption documentation, in a form acceptable to the applicable taxing authority, prior to WINWON refraining from charging such taxes. For the avoidance of doubt, Customer will remain fully responsible for all applicable taxes unless and until such valid exemption documentation is provided and to the extent any documentation is not accepted or otherwise applicable.

4.4 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid. In addition, a late fee equal to five percent (5%) of any overdue amount shall be assessed against the Customer for any payment not paid when due. Notwithstanding the foregoing, in no event shall such assessed interest and/or late fee exceed the maximum amount permitted by applicable law.

5. CUSTOMER CONTENT AND RESPONSIBILITIES.

5.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality, and legality of Customer Content and/or Customer Queries. Customer will obtain all third party licenses, consents and permissions needed for WINWON to collect, access, use, and otherwise Process the Customer Content and/or Customer Queries to provide the Services. Without limiting the foregoing, Customer will be solely responsible for providing all notices to, and obtaining from, third parties, including, without limitations its customers, all necessary rights and consents for WINWON to use the Customer Content and/or Customer Queries for the purposes set forth in this Agreement (including, without limitation, all notices and consents required under Applicable Data Protection Laws). Customer grants WINWON a non-exclusive, worldwide, royalty-free, and fully paid license during the Term: (a) to use the Customer Content as necessary for purposes of providing and improving the Services, and (b) to use the Customer trademarks, service marks, and logos in WINWON's promotional and marketing materials, including, without limitation, presentations, websites, social media channels, and the like. The Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to WINWON in this Agreement are reserved by Customer.

5.2 Usage Data; Derived Data. To the extent permitted by applicable law, WINWON may collect, analyze, and use data relating to or generated through the provision, use, and performance of the Services, the WINWON Solution, the AI Models (including but not limited to Customer Queries and AI Responses), and related systems and technologies, including data derived from Customer Content ("**Usage Data**"), and aggregated, anonymized, or deidentified data derived from Customer Content and/or Usage Data ("**Derived**

Data"). WINWON may use such Usage Data and Derived Data (during and after the Term) to operate, maintain, secure, support, improve, and enhance the Services, develop new products or offerings, conduct analytics and research, and for other lawful business purposes. WINWON may disclose such Usage Data and Derived Data in aggregate or deidentified form. For the avoidance of doubt, as between the parties, WINWON owns all right, title, and interest in and to the Usage Data and Derived Data, and may use, reproduce, publish, and display them for any lawful business purpose.

5.3 Customer Warranty. Customer represents and warrants that all Customer Content, Customer Queries, and/or Customer's use of the WINWON Solution will not: (a) infringe any copyright, trademark, patent, or other intellectual property right; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic, unlawful, or otherwise harmful to any third-party; (d) contain any viruses, worms, malware, or other malicious computer programming codes intended to damage the WINWON Solution, WINWON's systems or data, or any third-party's system or data (including any Third-Party Integration); (e) contain any data or information, including, but not limited to, medical records, health information, educational information, or other sensitive or protected information, for which WINWON has not explicitly represented or warranted in writing that the WINWON Solution is compliant with associated Applicable Data Protection Laws, medical privacy requirements, educational privacy requirements, or any other applicable laws, regulations, or internal policies; and (f) otherwise violate the rights of any third party or any applicable law. For the avoidance of doubt, WINWON is not obligated to back up any Customer Content; and the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use of the WINWON Solution contrary to or in violation of the representations and warranties of Customer in this Section 5.3 (Customer Warranty) constitutes unauthorized and improper use of the WINWON Solution, and WINWON may, upon reasonable belief that Customer has violated this Section 5.3: (i) immediately suspend access to the WINWON Solution in whole or in part, without any liability to Customer, and/or (ii) terminate this Agreement in accordance with Section 12.2 (Termination for Breach); in addition to any other remedies that may be available to WINWON at law, in equity, or under this Agreement.

5.4 Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and will be solely responsible for all changes to and/or deletions of Customer Content, the security of all passwords and other Access Protocols required in order to access the WINWON Solution, and the security of its own systems, credentials, and access controls. Customer will have the ability to export its own Customer Content out of the WINWON Solution and is encouraged to make its own back-ups of the Customer Content. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content and/or Customer Queries.

5.5 Customer Responsibility for Operating its Own Business. Customer acknowledges that it, and not WINWON, is responsible for operating Customer's own business, including with respect to obtaining all licenses, permits, and other governmental registrations to enable its use of the Services, adhering to all Applicable Data Protection Laws, and complying with its own internal policies, procedures, and guidelines in connection with such use. The WINWON Solution is not intended to be used as advice as to whether to engage in any particular transaction.

6. PROFESSIONAL SERVICES. Where the parties have agreed to WINWON's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a mutually executed statement of work ("**SOW**"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement.

7. FERPA; DATA SECURITY; PRIVACY.

7.1 FERPA. Customer designates WINWON as a "school official" with a legitimate educational interest in any student Personal Data as those terms are defined in the Family Educational Rights and Privacy Act ("**FERPA**"). WINWON agrees that it shall collect, retain, use, or disclose any student Personal Data it receives from Customer as is permitted by FERPA.

7.2 Data Security. During the Term, WINWON will maintain commercially reasonable safeguards and procedures designed to prevent the unauthorized use or disclosure of Personal Data ("**Data Safeguards**"). During the Term, WINWON will also maintain commercially reasonable physical, administrative, and technical security measures designed to maintain the availability, integrity, and confidentiality of Personal Data. Notwithstanding the foregoing, WINWON shall not be liable for any security incidents or breaches arising from Customer's acts or omissions, Customer's systems, equipment, or networks, or third-party services (including any Third-Party Integrations) not controlled by WINWON. WINWON may modify the Data Safeguards from time to time in its sole discretion, provided such Data Safeguards remain in compliance with this Section.

7.3 Privacy. Without limiting Customer's obligations under Sections 2 (Provision of Services) and 3 (Intellectual Property), each party shall comply with all Applicable Data Protection Laws in the performance of their respective obligations under this Agreement with respect to the

Processing of Personal Data, provided that neither party shall be responsible or liable for any violation resulting from the other party's failure to comply with its obligations under this Agreement. The sale, retention, use, or disclosure of Personal Data shall be governed by this Agreement and, as applicable, WINWON's Privacy Policy, as may be updated from time to time.

7.4 Additional Agreements. To the extent that WINWON or Customer reasonably determine that Applicable Data Protection Laws require the parties to execute any additional agreements governing Personal Data, the parties agree to negotiate in good faith with respect to such additional agreements.

8. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL, AND DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT ANY CONDITION, REPRESENTATION, OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR THE USE OF THE SERVICES AND BEARS ALL ASSOCIATED RISKS. WINWON EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND DATA ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS. WINWON DOES NOT WARRANT THAT OPERATION OF THE WINWON SOLUTION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. THIS DISCLAIMER ALSO APPLIES TO ANY THIRD-PARTY INTEGRATIONS, COMPONENTS, CONTENT, OR SERVICES PROVIDED OR INTEGRATED WITH THE WINWON SOLUTION OR OTHERWISE USED IN CONNECTION WITH THE SERVICES. WINWON SPECIFICALLY DISCLAIMS ALL WARRANTIES RELATING TO THIRD-PARTY INTEGRATIONS AND SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES ARISING FROM THEIR USE BY CUSTOMER.

9. LIMITATION OF LIABILITY

9.1 Types of Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Amount of Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO WINWON DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY (OR, IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, $10,000.00 U.S. DOLLARS). TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WINWON'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

9.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 9 (Limitation of Liability) will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

10. CONFIDENTIALITY.

10.1 Confidential Information. For purposes of this Agreement, "**Confidential Information**" means any information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether disclosed orally, in writing, or in electronic or other media, that: (a) is marked or otherwise identified as "confidential" or with a similar legend at the time of disclosure; or (b) under the circumstances surrounding disclosure, the Receiving Party knows or reasonably should know is nonpublic, proprietary, or confidential. For the avoidance of doubt, Confidential Information includes, in the case of WINWON, without limitation, its code, algorithms, software, platforms, documentation, business plans, designs, processes, pricing, technical data, and other information of a similar nature, as well as the Services, WINWON Solution, Documentation, and all enhancements, modifications, and improvements thereto, whether or not marked as confidential.

10.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less

restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to WINWON). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than a reasonable standard of care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

10.3 Exceptions. The confidentiality obligations set forth in Section 10.2 (Protection of Confidential Information) will not apply to any information that: (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. INDEMNIFICATION.

11.1 By WINWON. WINWON shall defend, at its sole expense, any claim, demand, or suit brought against Customer, and shall pay any settlement WINWON approves, any damages finally awarded, and/or all reasonable attorneys' fees, court costs, and other expenses incurred in connection with such claim, demand, or suit, to the extent the claim, demand, or suit arises out of or relates to any third party alleging that the WINWON Solution infringes such third party's patents, copyrights, or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the WINWON Solution becomes, or in the opinion of WINWON is likely to become, the subject of a claim of infringement, WINWON may, at the option of WINWON: (a) procure for Customer the right to continue using the WINWON Solution; (b) replace the WINWON Solution with non-infringing software or services which do not materially impair the functionality of the WINWON Solution; (c) modify the WINWON Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the WINWON Solution and Documentation. Notwithstanding the foregoing, WINWON will have no obligation under this section or otherwise with respect to any infringement claim based upon (i) any use of the WINWON Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the WINWON Solution in combination with other products, equipment, software or data not supplied by WINWON; or (iii) any modification of the WINWON Solution by any person other than WINWON or its authorized agents (collectively, the "**Exclusions**" and each, an "**Exclusion**"). This section states the sole and exclusive remedy of Customer and the entire liability of WINWON, or any of the officers, directors, employees, shareholders, contractors, or representatives of the foregoing, for infringement claims and actions.

11.2 By Customer. Customer shall defend, at its sole expense, any claim, demand, or suit brought against WINWON, and shall pay any settlement Customer approves, any damages finally awarded, and/or all reasonable attorneys' fees, court costs, and other expenses incurred in connection with such claim, demand, or suit, to the extent the claim, demand, or suit arises out of or relates to: (a) an Exclusion, (b) Customer's breach or alleged breach of this Agreement, including, without limitation, Sections 5.3 (Customer Warranty), 10.2 (Protection of Confidential Information), or 13.7 (Compliance with Law); (c) Customer's use of the WINWON Solution or any Third-Party Integrations, including but not limited to any Customer Content, Customer Queries, or other information, data, inputs, or materials provided or submitted by Customer; or (d) claims for bodily injury or damage to physical property, to the extent (i) alleged to be caused by Customer's or any other party's use of the WINWON Solution; or (ii) caused by the acts or omissions of Customer, its employees, officers, or agents. This section states the sole and exclusive remedy of WINWON and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

11.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit (provided, however, that any failure by the indemnified party to provide prompt notice shall not relieve the indemnifying party of its obligations under this Section 11, except to the extent that the indemnifying party is prejudiced by the failure to receive prompt notice); (b) the indemnifying party will have the right to assume sole control of the defense or settlement of any claim or suit, provided that the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed, must be obtained prior to any settlement by the indemnifying party that affects the indemnified party's rights and obligations; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

12. TERM AND TERMINATION.

12.1 Term. This Agreement will begin on the Order Form Effective Date or the date Customer orders a Subscription and continue in full force and effect as long as any Order Form or Subscription, as applicable, remains in effect, unless earlier terminated in accordance with this Agreement (the "**Term**"). Unless otherwise stated in the applicable Order Form or Subscription, the term of an Order Form or Subscription will begin on the Commencement Date set forth in the Order Form or the date a Subscription is ordered via the Site and continue in full force and effect for twenty-four (24) months, unless earlier terminated in accordance with this Agreement. Thereafter, the Order Form will automatically renew for additional terms of twenty-four (24) months unless either party gives written notice of non-renewal to the other party at least thirty (30) days, and no more than one hundred twenty (120) days, prior to the expiration of the then-current term.

12.2 Termination for Breach. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and such breach remains uncured more than thirty (30) days after receipt of written notice specifying in reasonable detail the nature of the breach and the actions necessary to cure (if applicable); provided, however, that WinWon may terminate this Agreement immediately if Customer: (i) becomes insolvent, files for bankruptcy, has a bankruptcy petition filed against it that is not dismissed within sixty (60) days, makes an assignment for the benefit of creditors, or otherwise takes or suffers any similar action under applicable bankruptcy or insolvency laws; (ii) materially compromises the security of the WINWON Solution, WINWON's systems, Services, or data, or otherwise fails to comply with required security measures; or (iii) misuses, copies, reverse engineers, distributes, or otherwise infringes WINWON's Intellectual Property Rights, Confidential Information, or other proprietary rights, including any breach of Section 5.3 (Customer Warranty) or Section 10.2 (Confidential Information).

12.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in Section 10 (Confidentiality); and (c) any amounts owed to WINWON under this Agreement will become immediately due and payable. Sections 1 (Definitions), 3.2 (Restrictions), 3.3 (Ownership), 3.5 (Open Source Software), 3.7 (Third-Party Integrations), 3.8 (Artificial Intelligence), 4 (Fees and Expenses; Payments), 5.2 (Usage Data; Derived Data), 5.3 (Customer Warranty), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Indemnification), 12.2 (Termination for Breach), 12.3 (Effect of Termination), and 13 (Miscellaneous) shall survive the expiration or termination of this Agreement for any reason.

12.4 Data Extraction. For thirty (30) days after the end of the Term, as applicable, WINWON will make Customer Content available to Customer through the WINWON Solution on a limited basis solely for purposes of Customer retrieving Customer Content, unless WINWON is instructed by Customer to delete such data before that period expires. After such period, WINWON will discontinue all use of Customer Content and destroy all copies of Customer Content in its possession.

13. MISCELLANEOUS.

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Texas, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for Travis County, Texas for any lawsuit arising from or related to this Agreement, and each party waives any objection based on forum non conveniens or venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter in good faith through informal negotiations. The party asserting a dispute shall provide written notice to the other party describing the nature of the dispute in reasonable detail. The parties agree to negotiate in good faith for a period of thirty (30) days from the date of such notice before initiating any formal legal proceedings, arbitration, or other dispute resolution process. No party may commence formal proceedings prior to the expiration of this thirty (30)-day negotiation period, except to seek urgent equitable relief, including injunctive relief to protect its rights or property (including, without limitation, its Confidential Information and/or Intellectual Property Rights).

13.3 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from WINWON, or any products utilizing such data, in violation of the United States export laws or regulations.

13.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid, illegal, or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by applicable law.

13.5 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party granting the waiver. No failure to exercise, or delay in exercising, any rights or remedies arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single waiver be deemed a waiver of any other provision or of such provision on any other

occasion. All rights and remedies under this Agreement, at law, or in equity are cumulative and may be exercised concurrently, separately, or successively, and the exercise of any one right or remedy shall not preclude or waive any other right or remedy.

13.6 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.7 Compliance with Law. Customer shall, and shall ensure that all Authorized Users, always comply with all foreign and domestic laws, ordinances, regulations, and statutes, including, without limitation, all Applicable Data Protection Laws, that are applicable to its and their purchase and use of the Services, Licensed Material, and Documentation.

13.8 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, pandemic, epidemic, war, embargo, blockade, government order, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.9 Independent Contractors. Customer's relationship to WINWON is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of WINWON.

13.10 Notices. All notices required or permitted under this agreement must be delivered in writing, if to WINWON, by emailing **info@winwontech.com** and if to Customer by emailing the Customer Contact email address listed on the Order Form or provided by Customer when ordering a Subscription via the Site (as applicable), provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Order Form or provided by Customer when ordering a Subscription by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.11 Attorneys' Fees. If Customer fails to pay any Fees when due, Customer shall be responsible for all reasonable attorneys' fees, court costs, and other collection expenses incurred by WINWON in connection with the collection of such unpaid Fees.

13.12 Entire Agreement. This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and WINWON.

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