



MCGRAW HILL STANDARD TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”), together with any documents associated with these terms (each referred to as a “Contract Document”) form a legal agreement (the “Agreement”) between the McGraw Hill legal entity identified in the Contract Document and its affiliates (“McGraw Hill”) and the entity or individual identified in the applicable Contract Document (“You” or “Your”). Each Contract Document is made effective as of the date on which McGraw Hill has signed the Contract Document (“Effective Date”). You and McGraw Hill agree as follows:

1. Services and/or Deliverables. McGraw Hill retains You to perform the services for McGraw Hill (referred to as the “Services”) and/or to prepare and deliver to McGraw Hill the materials (the “Deliverables”) as specified in the applicable Contract Document(s). McGraw Hill may engage You to provide the Services and/or Deliverables from time to time by entering into a Contract Document with You. Each Contract Document must be in writing, signed by an authorized representative of each party, and incorporate by reference these Terms.

2. Timely Performance. Timely performance of Your obligations under this Agreement is an important part of this Agreement. You shall adhere to the delivery dates specified in the applicable Contract Document. You shall give McGraw Hill immediate written notice of any event or circumstance that is reasonably likely to cause delay.

3. Change Requests. If McGraw Hill desires to make any change to the Services and/or Deliverables, including the modification, addition or deletion of Services and/or Deliverables, McGraw Hill will notify You in writing describing the change. If You agree to make the change, You shall provide to McGraw Hill a written proposal describing in detail the reason for the proposal, any changes to the schedule, and how the Services and/or Deliverables will change (each, a “Change Request”). All agreed upon changes will become enforceable when McGraw Hill and You sign the Change Request.

4. Fees. McGraw Hill shall pay You the fees stated in the applicable Contract Document. Payment is subject to satisfactory performance of the Services by the due dates specified in the applicable Contract Document and, if applicable, McGraw Hill’s agreement that a Deliverable meets the applicable acceptance criteria (“Acceptance”). All fees payable to You under any Contract Document may be offset for any pre-paid, unearned fees paid by McGraw Hill to You under this Agreement or any other agreement between the parties. Any advance or up-front payment made by McGraw Hill to You under the Contract Document will be allocated and prorated equally to all the Services performed and/or Deliverables Accepted under the Contract Document, unless otherwise agreed. Timing of payment is stated in the Contract Document.

5. Term and Termination. This Agreement commences on the Effective Date and will continue in full force and effect unless and until terminated as provided in this Agreement. Each Contract Document commences on the Effective Date of such Contract Document and continues for an initial term of one (1) year unless otherwise stated in the applicable Contract Document. Thereafter, McGraw Hill may extend the term of the Contract Document by up to one (1) additional year upon written notice to You. Unless otherwise set forth in the Contract Document, McGraw Hill may at any time terminate this Agreement and/or any Contract Document, or any portion thereof, at McGraw Hill’s convenience upon ten (10) days prior written notice to You without liability. You shall cease performance of all Services and/or creation of all Deliverables under the applicable Contract Document upon notice of termination, and shall deliver to McGraw Hill all work in process prepared and all property belonging to McGraw Hill. McGraw Hill shall pay You for all Deliverables and Services that are Accepted and/or Services that You have satisfactorily performed up to the effective date of termination, less the prorated amount of any advance payment made under the Contract Document by McGraw Hill to You for Services not performed or for Deliverables not Accepted by McGraw Hill.

6. Confidentiality; Data Privacy and Security.

6.1. All proprietary or confidential information in any way relating to or connected with the businesses of either party (“Disclosing Party”) disclosed to the other party (“Receiving Party”) is confidential. The Receiving Party shall not disclose, directly or indirectly, in whole or in part, to any third party any of the Disclosing Party’s information or use this information for the Receiving Party’s own benefit except as necessary for the Receiving Party’s performance under this Agreement. Nothing in this Agreement prohibits the Receiving Party from using information which is already publicly known or which the Receiving Party may have independently been informed about or may have developed. The Receiving Party may disclose, distribute or disseminate the Disclosing Party’s information to any of its officers, directors, members, managers, partners,

employees, agents or service providers (its “Representatives”) provided that the Receiving Party reasonably believes that those Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party shall at all times remain responsible for any violations of this Agreement by any of its Representatives.

6.2. The terms of the McGraw Hill Data Processing Addendum (“DPA”) at www.mheducation.com/privacy/mgh-dpa.html (v6 4.25.23), are hereby incorporated and shall apply and supplement these Terms if and to the extent that You have access to McGraw Hill Personal Data, as described in the DPA, in the course of performing the Services for McGraw Hill.

7. Ownership, Warranties, and Indemnities.

7.1. McGraw Hill Property and MH Materials. McGraw Hill owns the Deliverables and all rights to the Deliverables as stated in these Terms. All materials prepared by You pursuant to this Agreement, such as any notes, proprietary data, reports, memoranda, and other materials (the “Work Product”), shall be “works made for hire” and shall constitute the copyrighted property of McGraw Hill and be considered part of the Deliverables. If the Work Product, in whole or in part, may not be considered “work made for hire” under the United States Copyright Laws, You hereby grant and assign exclusively to McGraw Hill all rights in the Work Product throughout the world which includes but is not limited to all copyrights (and renewals, extensions and continuations of copyright) and in all derivative works, together with all exclusive rights granted to an author under the copyright laws of the United States, foreign countries and international copyright conventions and the right to grant to such rights or any part of them to third parties. You shall promptly execute all documents and do all acts as McGraw Hill deems necessary to record any of these grants with the United States Copyright Office or elsewhere. McGraw Hill may edit or otherwise revise the Work Product, in its discretion. You hereby waive any and all moral and author rights You may have in the Work Product. This waiver may be invoked by McGraw Hill, its licensees, successors and assigns. If McGraw Hill provides You with access to any McGraw Hill content, software or other materials (collectively “MH Materials”) in connection with You providing the Work Product, Deliverable and/or Services to McGraw Hill under this Agreement, You agree that You will have no rights in any such MH Materials and no right to use, reproduce, redistribute, republish or otherwise provide access to or deliver copies of such materials in any medium, print or electronic, except to provide McGraw Hill the Work Product, Deliverable and/or Services under the Agreement. You are expressly prohibited from using the MH Materials in any other manner, including without limitation for purposes of training or developing generative or other artificial intelligence technologies.

7.2. Your Intellectual Property. As used in this Contract Document, “Pre-Existing Intellectual Property” (or “Pre-Existing IP”) means any intellectual property rights created or owned by You prior to, or independent of, Your performance of the Services and/or creation of the Deliverables. All Pre-Existing IP remains Your property notwithstanding the use of any of Pre-Existing IP in performing the Services or incorporation of Pre-Existing IP in any Deliverable under this Agreement. To the extent Pre-Existing IP is incorporated into a Deliverable, You hereby grant McGraw Hill a non-exclusive, royalty-free, worldwide and perpetual license to use, manufacture, sell, reproduce, display, distribute, perform, create derivative works of and exploit such Pre-Existing IP.

7.3. Third Party Material. You shall promptly identify in writing any material that is owned by a person or company other than You or McGraw Hill (referred to as “Third Party Material”) known by You to be incorporated in any Deliverable. Third Party Materials that are text or image content may only be used with prior written consent of McGraw Hill, and licensed from a licensor approved in writing by McGraw Hill consistent with Section 9.

7.4. The following applies ONLY if You are an individual, not a company, and are creating content for inclusion within a McGraw Hill product or service: Unless otherwise set forth in a Contract Document, McGraw Hill may use Your name, likeness and biography (and/or the name, likeness and biography of any

Key Personnel) on or in connection with the Deliverables, but shall have no obligation to do so.

7.5. You represent and warrant to McGraw Hill that: (a) You have the power and authority to enter this Agreement and to perform Your obligations under this Agreement; (b) You have the full power and authority to perform the Services and/or provide the Deliverables described to be provided under this Agreement, and that doing so does not and will not violate any duty or obligation owed to any third party or any rights of a third party; and (c) none of the Services, Deliverables or any other intellectual property that You furnish or use under this Agreement (including any software code) infringes or violates the intellectual property rights of any third party, violates any agreement or confidentiality obligation by which You may be bound and does not constitute, under federal, state or local laws, an invasion of the right of privacy or publicity, or infringement or breach of any contractual or of any other right of any kind, of any third party. **The following applies ONLY to software:** You represent and warrant that the Deliverables will be free from liens, defects in material and workmanship under normal use and remain in good working order and will be free from any pre-programmed devices, such as "viruses" and, unless otherwise stated in the applicable Contract Document, no open source software is incorporated in any Deliverables under this Agreement.

7.6. You represent and warrant that any digital files produced as part of the Deliverables will comply with the technical standards of Section 508 of the Federal Rehabilitation Act www.Section508.gov and those delivered online will meet the most current Web Content Accessibility Guidelines available at <http://www.w3.org/TR/WCAG22> Level A and AA and will be tested against the AA-level criteria appropriate to the project. For web delivery, accessible files must perform using Chrome browser with the latest version of JAWS screen reader software and the latest version of NVDA screen reader software and enable keyboard support using current browser versions of Chrome on PCs and Safari on Macs. For mobile apps, the Deliverables must perform using the TalkBack screen reader for Android and VoiceOver for IOS. Together with the final file delivery, You agree to deliver a completed a Vendor Accessibility Compliance Template (VACT) version 2.5 International version (the "Accessibility Conformance Report" or "ACR") based on an audit conducted by an acceptable third party, that reports on each of the criteria, noting how each criterion is supported and any agreed upon exceptions. McGraw Hill has the right to validate the accuracy of the ACR. You agree to remediate any identified Partially Supports or Does Not Support conformance issues at no additional expense to McGraw Hill and such remediation will be a condition to acceptance by McGraw Hill.

7.7. You shall indemnify McGraw Hill and its licensees and assigns from any damages or loss that McGraw Hill and/or its licensees and assigns may sustain (including reasonable attorney's fees) in the event of (a) any breach or any claim which if sustained would constitute a breach of the foregoing representations and warranties (b) any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against McGraw Hill by You and/or any of Your employees or, in the event of death, by their personal representative, and (c) Your breach of Section 9.

8. Managed Services. McGraw Hill may use a third-party online service provider to administer its vendor management system and to process invoices and purchase orders between McGraw Hill and You (a "Vendor Management System"). If instructed by McGraw Hill, You shall create an account on the Vendor Management System. As directed by McGraw Hill, You must submit all invoices utilizing the Vendor Management System. The administrator of the Vendor Management System will invoice McGraw Hill on behalf of You for all properly submitted and approved invoices. The administrator of the Vendor Management System will pay You the invoice amount. If You are deemed not to be an Independent Contractor by McGraw Hill's Vendor Management System, McGraw Hill's Vendor Management System will notify You and program administration fees may apply.

9. Compliance with Law; McGraw Hill Policies. You represent and warrant that (i) You will perform the Services and Your obligations under this Agreement in accordance with any federal, state, local or other law, rule, regulation or statute of any kind applicable to Your provision of, and McGraw Hill's use of, the Services ("Applicable Law"); (ii) neither the receipt of fees nor performance of the Services under this Agreement is in any respect a violation of Applicable Law; and (iii) You will comply with McGraw Hill's Supplier Code of Business Ethics and Anti-Corruption Standards available at www.mheducation.com/suppliers.html. You shall perform the Services in accordance with the applicable policies and procedures (including safety and security procedures) of McGraw Hill as communicated in advance by McGraw Hill to You (the "McGraw Hill Policies"). If the performance of Your obligations

under this Agreement requires You to process credit card payments, You will use the third party service provider specified by McGraw Hill to facilitate secure payments (the "Credit Card Processing Service Provider"). You will maintain Payment Card Industry Data Security Standard (PCI-DSS) compliance as required for Your integration with the Credit Card Processing Service Provider and shall provide McGraw Hill with an attestation of compliance with PCI-DSS annually.

10. The following applies ONLY if You are a company, not an individual:

You shall inform Your employees of the McGraw Hill Policies. You may select the personnel to perform the Services except as otherwise stated in this Section. McGraw Hill may, without liability to You or the applicable employee, reasonably require You to remove any employee from performing the Services that McGraw Hill reasonably deems unsuitable for the particular engagement or who has violated McGraw Hill's policies or procedures. You shall not remove from any engagement for McGraw Hill any individuals identified as Project Manager or Key Personnel in a Contract Document without McGraw Hill's prior written consent. "Key Personnel" means the personnel designated by McGraw Hill as "Key Personnel" in the applicable Contract Document or, if no "Key Personnel" are identified, all Your personnel identified in the Contract Document. If McGraw Hill approves of or requests such removal, or if any Key Personnel is unable to perform the Services because of illness, resignation, termination for cause, or other causes beyond Your reasonable control, You must provide written notice of such event immediately and promptly replace the personnel with other personnel who are reasonably satisfactory to McGraw Hill and who have the expertise and experience to perform the Services. You shall train the replacement personnel at Your own cost and expense. McGraw Hill may determine that You and any individual engaged by You that performs Services for McGraw Hill is required to undergo a background check if that individual is working on site at McGraw Hill, has access to McGraw Hill systems, is handling personally identifiable information or credit card/financial information for McGraw Hill or McGraw Hill clients, or is requested to enter an educational institution by McGraw Hill. You shall perform background checks and other prequalification screenings and bill the cost to McGraw Hill without markup. In accordance with, and subject to, applicable law, if the results of the background check are adverse, then McGraw Hill may terminate this Agreement. You shall comply with all Fair Credit Reporting Act and other applicable laws in conducting the background check. You are the common law employer (within the meaning of Treas. Reg. §31.3401(c)-1(c)) for all Your employees providing Services to McGraw Hill under the Agreement. Your employees are Your common law employees, and are not the employees of McGraw Hill. You are solely responsible for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which Your employees may be entitled. You shall indemnify McGraw Hill from any taxes, fines or penalties, assessed against McGraw Hill with respect to Your breach of this Section to the extent it arises from Your personnel's claim to be a McGraw Hill employee.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY LEGAL THEORY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT HOWEVER CAUSED, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER ANY LEGAL THEORY SHALL EXCEED TWO TIMES THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY MCGRAW HILL TO YOU UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (i) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.7, (ii) ANY DAMAGES ARISING OUT OF A BREACH OF SECTION 6, OR (iii) EITHER PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

12. General. You shall perform the Services stated in the applicable Contract Document(s) as an independent contractor. This Agreement does not create any actual or apparent agency, partnership or relationship of employer and employee between or among the parties. If You subcontract or delegate any of Your obligations to any third party, You are responsible for all Your obligations under this Agreement and for the acts and omissions of any subcontractor. You shall have written agreements with any subcontractors in a form acceptable to McGraw Hill. You are prohibited from using McGraw Hill's name, trademarks and/or logos in any advertising, brochures, press release, or other promotional materials or in any other promotional manner without McGraw Hill's prior written consent. You shall obtain and maintain all insurance, where applicable including but not limited to business auto liability, professional liability, errors & omissions, and commercial general and umbrella liability of an amount as is consistent with Your ordinary course of business. You shall not assign this Agreement. The waiver by either party of a breach or violation of any provision of this Agreement does not constitute a waiver of any subsequent breach or violation hereof. In the event of a dispute arising out of or under this Agreement, this Agreement shall be interpreted, construed and

enforced in accordance with the laws of the State of New York, without regard to its choice of law provisions, and You shall submit to the exclusive personal jurisdiction of the courts located in the State of New York, New York County. This Agreement replaces all oral or written understandings or agreements which may have existed between the parties. This Agreement shall not be amended, changed or supplemented in any way except by written agreement signed by both parties. Sections 4, 5, 6, 7, 11 and this Section 12 survive any expiration or termination of this Agreement. To the extent there is any conflict among these Terms and any Contract Document or any information included in McGraw Hill's Vendor Management System, these Terms control.