Gameplan Terms of Service

U.S. Schools and Organizations

Version 8 | October 19, 2026

1. Contracting Party and Agreement Structure

1.1 These Terms of Service ("Terms") apply only to organizational purchases by a customer incorporated or otherwise organized under the laws of the United States with its principal place of business in the United States (the "Customer"). The Customer is identified in the applicable service agreement, order form, quote, purchase order accepted by Gameplan, or other signed ordering document (the "Service Agreement"). These Terms do not govern direct-to-consumer purchases by individuals or partnerships with companies.

1.2 Gameplan Education Inc., a Delaware corporation ("Gameplan," "we," "us," or "our"), provides the Service and is the Customer's contracting party.

1.3 The Service Agreement, these Terms, the applicable U.S. K-12 School Data Processing Agreement ("DPA"), the Gameplan Testing Center Terms solely if and when the Customer elects to act as a Testing Center, and other documents expressly incorporated into the Service Agreement together form the agreement between Gameplan and the Customer (the "Agreement"). Gameplan's Privacy Policy is a transparency notice and is not part of the Agreement.

1.4 Unless the Service Agreement expressly states otherwise, if there is a conflict: (a) the DPA controls with respect to the Processing of School Data and Student Data; (b) the Service Agreement controls with respect to the specific Service purchased, pricing, quantities, duration, and other customer-specific commercial terms; (c) subject to the foregoing, the Testing Center Terms control with respect to the Customer's activities as a Testing Center and the administration of Certification Exams; (d) any other applicable exhibit controls next; and (e) these Terms control thereafter.

1.5 A Customer purchase order, procurement portal, or similar administrative document may identify the Service, quantities, fees, and term. Its preprinted, incorporated, or additional terms do not amend or supplement the Agreement unless Gameplan's authorized representative expressly accepts them in a writing that specifically identifies them. Performance, delivery, invoicing, or acceptance of payment by Gameplan does not by itself accept additional terms.

2. Definitions

2.1 **"Authorized User" means** a student, educator, staff member, administrator, Candidate, Proctor, or other natural person whom the Customer authorizes to access or use the Service.

2.2 **"Candidate" means** an individual who registers for, is scheduled to take, or takes a Certification Exam.

2.3 **"Certification Exam" means** an examination administered through or on behalf of Gameplan to assess a Candidate's knowledge or skills and, where applicable, issue a Credential.

2.4 **"Certification Records" means** records relating to certification administration, including Candidate identity and affiliation information, registrations, voucher use, exam attempts, scores, results, Credentials, credential status, accommodations, and examination-security or integrity records.

2.5 **"Certification Services" means** Certification Exams, exam vouchers, Candidate registration, examination delivery, scoring, results reporting, Credential issuance and verification, and related examination-administration and support services.

2.6 **"Credential" means** a certificate, badge, credential identifier, verification record, or other recognition Gameplan issues when the applicable certification requirements are met.

2.7 **"Customer Data" means** data, content, records, and information submitted to, collected through, or generated by the Service on behalf of the Customer or its Authorized Users, including Student Data, Education Records, account information, Certification Records, usage data linked to an Authorized User, and User Content. Customer Data does not include Gameplan's software, course content, Certification Exam content, or de-identified and aggregated information that cannot reasonably identify an Authorized User, parent, school, district, organization, or Customer.

2.8 **"Education Records" means** education records and personally identifiable information from education records as those terms are used under the Family Educational Rights and Privacy Act and its implementing regulations.

2.9 **"Process" or "Processing" means** any operation performed on Customer Data, including collection,

access, use, storage, organization, disclosure, retrieval, analysis, deletion, or destruction.

2.10 **"Proctor" means** an individual designated or permitted to administer, supervise, or support the administration of a Certification Exam.

2.11 **"School Data" means** School Data as defined in the applicable DPA.

2.12 **"Service" means** the Gameplan educational platform, educational content, curriculum, assessments, Certification Services, exam vouchers, credentialing functionality, professional development, training, implementation, administration, support, and other products or services generally included for all customers or identified in the Service Agreement.

2.13 **"Student Data" means** Customer Data that relates to an identifiable student, including Education Records and other student personal information protected by applicable law.

2.14 **"Testing Center" means** a Customer that elects to administer Certification Exams using its own designated personnel as provided in the Service Agreement and the Testing Center Terms.

2.15 **"User Content" means** content that the Customer or an Authorized User submits to the Service, such as comments, messages, files, profile information, projects, and other materials.

3. Access to and Use of the Service

3.1 Subject to the Agreement and timely payment of applicable fees, Gameplan grants the Customer a limited, non-exclusive, non-transferable right during the Service Agreement term to access and use the purchased Service for its internal educational, training, assessment, certification, and administrative purposes and to authorize access for the number and type of Authorized Users specified in the Service Agreement.

3.2 The Customer shall appoint one or more system administrators to manage Authorized User access, including adding and removing accounts. Accounts are personal and may not be shared or transferred. The Customer is responsible for ensuring that its administrators and Authorized Users protect their credentials and promptly report suspected unauthorized access to security@gameplan.com.

3.3 The Customer is responsible for providing the devices, internet connectivity, software, and technical environment reasonably necessary to use the Service, except equipment or services expressly identified as provided by Gameplan.

3.4 The Customer authorizes platform access by students, educators, staff, and other ordinary Authorized Users under the Agreement. No individual student or other ordinary Authorized User is required to separately accept consumer terms, a privacy policy, or other click-through terms to access the platform. Gameplan may require reasonable acceptable-use or security acknowledgments that do not expand its rights, alter the Agreement, or authorize additional collection, use, disclosure, or transfer of Customer Data.

3.5 However, an individual acting as a Proctor may be required to complete training and personally accept the Gameplan Proctor Terms at https://gameplan.com/proctor-terms before receiving or using proctor functionality. A Candidate may be required to acknowledge applicable examination rules, confidentiality requirements, Candidate Terms, and privacy notices before taking a Certification Exam. These acknowledgments do not amend the Customer's Agreement or authorize Processing beyond the Agreement and applicable law.

3.6 The Customer may purchase or possess exam vouchers without becoming a Testing Center. If it elects to administer Certification Exams using its own designated personnel, the Gameplan Testing Center Terms at https://gameplan.com/testing-center-terms apply as provided in the Service Agreement. No separate organizational application, acceptance, or prior Gameplan approval is required.

3.7 Gameplan may update Certification Exam content, exam versions, scoring requirements, security procedures, technical requirements, and other operational aspects of a certification program when reasonably necessary to maintain its accuracy, security, integrity, accessibility, or relevance. Gameplan may invalidate exam results or withhold, suspend, or revoke a Credential where permitted by the applicable certification, Candidate Terms, Proctor Terms, or Testing Center Terms.

4. Customer Responsibilities

4.1 The Customer shall ensure that anyone who creates an organization, administers access, or invites or onboards Authorized Users is duly authorized to do so. It shall invite only individuals entitled and authorized to participate under the Agreement and applicable law.

4.2 The Customer is responsible for providing notices and obtaining the consents, permissions, and legal authority required of it under applicable law for Authorized Users to use the Service. Gameplan remains independently responsible for its own compliance and will provide the privacy, security, and subprocessor information reasonably needed for the Customer's notice obligations.

4.3 The Customer shall ensure that its system administrators, employees, and authorized agents

comply with Sections 5 and 6 and shall use reasonable administrative measures to promote compliance by other Authorized Users. The Customer is responsible for the acts and omissions of its system administrators, employees, and authorized agents acting within the scope of their authority to the extent attributable to the Customer under applicable law.

4.4 The Customer is not responsible solely because a student or other individual Authorized User independently violates the Agreement, unless the Customer's negligence, willful misconduct, or knowing failure to take reasonable corrective action after receiving notice materially contributed to the violation.

4.5 A Customer acting as a Testing Center is responsible for its organizational obligations under the Testing Center Terms. The Customer shall not knowingly permit unauthorized access or use the Service unlawfully. Any Customer obligation to defend or indemnify Gameplan is governed exclusively by Section 17.

5. Acceptable Use

5.1 The Customer and Authorized Users may use the Service only for lawful educational, training, assessment, certification, and administrative purposes. They must not:

5.1(a) upload, transmit, or store unlawful, infringing, deceptive, harassing, discriminatory, pornographic, violent, malicious, or otherwise materially objectionable content;

5.1(b) upload malware, malicious code, corrupted data, or other material designed to access, disrupt, damage, or exploit the Service or another system;

5.1(c) attempt to bypass security, gain unauthorized access, interfere with the Service, or test vulnerabilities without Gameplan's prior written authorization;

5.1(d) copy, scrape, crawl, decompile, reverse engineer, distribute, reproduce, modify, translate, sell, rent, lease, sublicense, or otherwise commercially exploit the Service except as expressly permitted by the Agreement or non-waivable law;

5.1(e) share accounts or credentials, misrepresent an identity or affiliation, or create an organization using another entity's name, logo, or identifiers without authorization;

5.1(f) use the Service to advertise, market, or solicit products or services; or copy, capture, disclose, distribute, reconstruct, or misuse Certification Exam content; provide or receive unauthorized examination assistance; impersonate a Candidate or Proctor;

5.1(g) manipulate an exam result or Credential; or otherwise compromise examination security or integrity.

5.2 Gameplan may investigate suspected violations and take proportionate action consistent with Section 19. Where reasonably necessary to protect users, the Service, certification integrity, or third parties, or to comply with applicable law, Gameplan may remove unlawful or infringing content, restrict affected examination activity, invalidate affected results, withhold, suspend, or revoke affected Credentials, or temporarily suspend only the affected access. Gameplan will give prompt notice where reasonably practicable, limit action to the minimum scope and duration reasonably necessary, and work with the Customer's designated administrator to resolve the issue.

6. User Content

6.1 The Customer and its Authorized Users retain ownership of User Content. The Customer grants Gameplan a limited, non-exclusive right to host, copy, display, process, and otherwise use User Content solely as necessary to provide, maintain, support, secure, troubleshoot, and administer the Service for the Customer and as otherwise directed by the Customer.

6.2 The Customer represents that it has the rights and authority necessary for Gameplan to process User Content as permitted by the Agreement. Gameplan may remove User Content that violates the Agreement or applicable law.

7. Fees, Invoicing, and Taxes

7.1 The Service Agreement states fees, billing periods, payment dates, included products and services, voucher quantities, and usage limits. The Agreement does not renew automatically. Renewal requires a written renewal, order form, or other agreement signed by both parties' authorized representatives.

7.2 Gameplan shall not increase fees during the current term or add fees for the purchased Service without the Customer's written agreement. Optional new products, features, quantities, or services may carry separate fees only if the Customer elects to purchase them in writing.

7.3 Unless the Service Agreement states otherwise, Gameplan invoices fees in advance. The Customer shall pay complete, accurate, and undisputed invoices within thirty (30) days after receipt. To dispute an invoice in good faith, the Customer shall notify Gameplan of the amount and basis of the dispute and timely pay the undisputed portion. The parties shall work in good faith to resolve the dispute.

7.4 The Customer is responsible for applicable sales, use, excise, and similar transaction taxes, excluding taxes on Gameplan's net income and taxes from which the Customer is legally exempt after providing reasonable exemption documentation.

7.5 No interest, late fee, collection charge, or other penalty shall accrue solely because a payment is late, except to the extent required by non-waivable applicable law. Gameplan shall not suspend the Customer's or any Authorized User's access solely because of a late or disputed payment. Gameplan's remedies for failure to pay a properly invoiced and undisputed amount are subject to Section 19.

8. Customer Data and Permitted Use

8.1 As between the parties, the Customer retains control of and all its rights in Customer Data. Gameplan acquires no ownership interest.

8.2 Gameplan shall collect, access, use, disclose, retain, and otherwise process Customer Data solely as necessary to provide, maintain, support, secure, monitor, troubleshoot, and administer the Service for the Customer; comply with the Customer's documented instructions; and meet Gameplan's legal obligations.

8.3 If Certification Services are purchased or enabled, permitted purposes include Candidate registration, voucher administration, identity verification, examination scheduling and delivery, scoring, results reporting, Credential issuance and verification, retake administration, accommodation administration, examination-security monitoring, irregularity investigation, and Credential suspension or revocation. If the DPA applies, it controls Processing and retention of Certification Records.

8.4 Gameplan shall not sell, rent, monetize, broker, advertise with, market with, commercially profile, or otherwise use Customer Data for any independent commercial purpose.

8.5 Gameplan may disclose Customer Data only to authorized subprocessors reasonably necessary to provide the Service, as directed by the Customer, or as required by law. Each subprocessor must be bound by written confidentiality, security, and data-use restrictions appropriate to the data it processes and may process Customer Data only on Gameplan's behalf for the authorized purpose. Gameplan remains responsible for its subprocessors as provided in the DPA.

8.6 Analytics and diagnostic processing must be limited to operating, supporting, maintaining, securing, troubleshooting, and improving the Service. Analytics providers may not track students across websites or services, create advertising or commercial profiles, or combine Customer Data with data obtained from other customers or third parties except as strictly necessary to provide or secure the Service.

8.7 Gameplan may use de-identified and aggregated information only where it cannot reasonably identify an Authorized User, parent, school, district, organization, or Customer. Gameplan will not attempt to re-identify that information.

9. No Advertising to Students

9.1 Gameplan does not display, deliver, or serve commercial advertisements to students through the Service. Gameplan shall not use, or permit any third party to use, Student Data, Customer Data, Education Records, or data derived from them, including de-identified data, for advertising, targeted or behavioral advertising, marketing, product promotion, commercial profiling, data brokerage, or any other unrelated commercial purpose. Gameplan does not use advertising cookies or cross-site tracking in the Service.

10. Privacy, Security, and Data Return

10.1 Gameplan will process personal data in accordance with the Agreement, the applicable DPA, applicable law, and the Customer's documented instructions. Where applicable, the DPA is incorporated into and forms part of the Agreement and controls with respect to the Processing of School Data and Student Data.

10.2 Gameplan's Privacy Policy at https://app.gameplan.com/privacy-policy describes its privacy practices as a transparency notice. It is not part of the Agreement, does not constitute consent by the Customer or any Authorized User to Processing personal data, and does not modify or override the Agreement or applicable DPA.

10.3 Gameplan will maintain reasonable administrative, technical, and organizational safeguards appropriate to the nature of Customer Data and the risks of Processing. Security and incident-response obligations are further described in the DPA and applicable security documentation.

10.4 Upon expiration or termination, Gameplan will return or delete Customer Data as provided in the applicable DPA, subject to applicable law, technically necessary backup-retention cycles, and any limited retention of Certification Records expressly authorized by the DPA or Service Agreement.

11. Intellectual Property

11.1 The Service and all software, course content, videos, designs, Certification Exam questions and item banks, scoring methods, Credential designs, trademarks, documentation, improvements, and other materials Gameplan or its licensors provide

are protected by intellectual property laws and remain the property of Gameplan or its licensors. Except for the limited access right in Section 3, no rights transfer to the Customer.

11.2 The Customer retains ownership of intellectual property it creates and submits to the Service. Gameplan will not use that intellectual property except as necessary to serve the Customer under the Agreement or as otherwise authorized in writing.

12. Confidentiality

12.1 Each party shall protect the other's non-public business, technical, financial, security, and operational information that a reasonable person would understand to be confidential ("Confidential Information"). Certification Exam content, item banks, answer keys, scoring methods, and non-public examination-security procedures are Gameplan Confidential Information. The receiving party may use Confidential Information only to perform obligations or exercise rights under the Agreement, and disclose it only to personnel, professional advisers, and contractors who need to know and are bound by appropriate confidentiality obligations.

12.2 Confidential Information does not include information that the receiving party can demonstrate: (a) is or becomes public without breach of the Agreement; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without a duty of confidentiality; or (d) is independently developed without use of the disclosing party's Confidential Information.

12.3 If disclosure is legally required, the receiving party may disclose the required portion and, where legally permitted, shall give the disclosing party prompt notice and reasonable assistance.

13. Availability, Maintenance, and Support

13.1 Gameplan will use commercially reasonable efforts to provide the Service during the Agreement term. Gameplan may perform scheduled or emergency maintenance that temporarily affects availability. Unless the Service Agreement or a service-level exhibit states a different commitment, Gameplan will use commercially reasonable efforts to maintain at least 99% monthly availability, excluding scheduled maintenance, emergency maintenance, force majeure events, and failures of systems or networks outside its reasonable control.

13.2 Gameplan will provide support as described in the Service Agreement or applicable support documentation. Gameplan is not responsible for issues caused by the Customer's systems, unauthorized modifications, use outside the documented purpose, or circumstances beyond Gameplan's reasonable control.

14. Third-Party Applications and Integrations

14.1 Gameplan makes no representations or warranties regarding the compatibility, availability, accuracy, or performance of a third-party application or integration that the Customer elects to enable or use with the Service. Gameplan assumes no liability for such third-party application or integration except to the extent liability cannot be excluded under applicable law.

14.2 This Section does not authorize advertising or marketing through the Service and does not limit Gameplan's obligations concerning subprocessors under the DPA or applicable law.

15. Warranties and Disclaimers

15.1 Each party represents that it has authority to enter into the Agreement. The Customer represents that it has the rights and legal authority necessary to provide Customer Data to Gameplan for Processing as permitted by the Agreement.

15.2 During the Agreement term, Gameplan warrants that: (a) the Service will materially conform to its then-current applicable documentation; (b) professional services will be performed in a professional and workmanlike manner; and (c) Gameplan will provide the Service in material compliance with laws applicable to Gameplan's provision of the Service.

15.3 If Gameplan breaches an express warranty in Section 15.2, it will use commercially reasonable efforts to correct the nonconformity or reperform the affected professional services. If it cannot do so within a reasonable period, the Customer may terminate the materially affected portion of the Service and receive a prorated refund of prepaid fees for the period after termination. This Section 15.3 states the Customer's exclusive remedy for breach of those warranties, without limiting remedies expressly provided in the DPA or Section 17.

15.4 Except for express commitments in the Agreement and to the maximum extent permitted by law, the Service is provided "as is" and "as available." Gameplan disclaims implied warranties, including merchantability, fitness for a particular purpose, and warranties arising from course of dealing or usage of trade. The disclaimer of an implied warranty of non-infringement does not limit Gameplan's express obligations under Section 17. Gameplan does not warrant that the Service will be uninterrupted or error-free or that Customer Data will produce a particular educational, operational, or certification result.

15.5 Gameplan does not guarantee that a Candidate will pass a Certification Exam, receive or retain a Credential, or that a course, Certification Exam, or Credential will remain approved, endorsed, funded, recognized, accepted for credit, or eligible under any government, school, workforce, industry, or third-party program, unless an express commitment is stated in the Service Agreement.

16. Limitation of Liability

16.1 Except as provided in Section 16.4, each party's total aggregate liability for all claims arising out of or relating to the Agreement, regardless of legal theory and including its obligations under Section 17 and the matters identified in Section 16.3, shall not exceed one million United States dollars (USD $1,000,000).

16.2 The foregoing is a single aggregate cap applicable to all claims under the Agreement and is not a separate cap for each claim, event, year, contractual obligation, or category of liability. All damages, judgments, settlements, defense costs, reasonable attorneys' fees, and indemnification amounts payable by a party count toward and do not increase the aggregate cap.

16.3 The following liabilities are subject to the single aggregate cap in Section 16.1 and do not have a separate or additional cap:

16.3(a) indemnification obligations under Section 17;

16.3(b) breach of confidentiality obligations;

16.3(c) infringement or misappropriation of intellectual property rights;

16.3(d) breach of privacy, data-protection, or data-security obligations under the Agreement or applicable DPA; and

16.3(e) unauthorized access to, acquisition of, use of, or disclosure of Customer Data caused by a party's breach, negligence, or willful misconduct.

16.4 The limitations in Sections 16.1 and 16.3 do not apply to:

16.4(a) fraud;

16.4(b) bodily injury, death, or damage to tangible property caused by a party's negligence or willful misconduct;

16.4(c) the Customer's obligation to pay properly invoiced and undisputed fees; or

16.4(d) liability that cannot lawfully be limited.

16.5 Except with respect to the matters identified in Section 16.4, neither party is liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages or for lost profits, revenues, business opportunities, or goodwill arising out of or relating to the Agreement, regardless of the legal theory asserted and even if advised that such damages were possible. This exclusion does not apply to amounts otherwise payable under Section 17 for covered third-party claims; those amounts remain subject to the limitations and exceptions in Sections 16.1 through 16.4.

16.6 Nothing in the Agreement authorizes an award of punitive or exemplary damages against a public Customer where such damages are unavailable under applicable law.

16.7 A claim arising out of or relating to the Agreement may be asserted within the period permitted by applicable law. Nothing in the Agreement shortens an applicable statute of limitations or eliminates a claim-presentation or procedural requirement applicable to a public entity.

17. Third-Party Claims

17.1 To the extent permitted by applicable law, each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its governing body, directors, officers, employees, and authorized agents (collectively, the "Indemnified Parties") from and against third-party claims, actions, damages, judgments, settlements, and reasonable costs and attorneys' fees, but only to the extent caused by the negligence, willful misconduct, or material violation of applicable law by the Indemnifying Party or its employees, agents, or subcontractors in connection with the Agreement.

17.2 Neither party is required to indemnify an Indemnified Party to the extent a claim was caused by that Indemnified Party's negligence, willful misconduct, or material breach of the Agreement.

17.3 In addition to its obligations under Section 17.1, Gameplan shall defend, indemnify, and hold harmless the Customer and its governing body, officers, employees, and authorized agents from and against third-party claims, actions, damages, judgments, settlements, and reasonable costs and attorneys' fees to the extent arising from:

17.3(a) an allegation that the Service, when used by the Customer as permitted under the Agreement, infringes or misappropriates a third party's intellectual property rights in the United States;

17.3(b) Gameplan's material breach of its confidentiality, privacy, data-protection, or data-security obligations under the Agreement or applicable DPA; or

17.3(c) unauthorized access to, acquisition of, use of, or disclosure of Customer Data caused by Gameplan's breach of the Agreement, negligence, or willful misconduct.

17.4 To the extent permitted by applicable law, the Customer shall defend, indemnify, and hold

harmless Gameplan and its directors, officers, employees, and authorized agents from and against third-party claims, actions, damages, judgments, settlements, and reasonable costs and attorneys' fees to the extent arising from:

17.4(a) materials, content, or information supplied by the Customer that infringe or misappropriate a third party's intellectual property rights;

17.4(b) the Customer's material violation of applicable law in collecting, obtaining, or disclosing personal data that the Customer directs Gameplan to Process;

17.4(c) instructions given to Gameplan by the Customer that violate applicable law, provided Gameplan did not know and reasonably should not have known that the instructions were unlawful; or

17.4(d) use of the Service by the Customer's system administrators, employees, or authorized agents in material violation of the Agreement after Gameplan provides written notice and a reasonable opportunity to correct the violation.

17.5 The Customer is not required to indemnify Gameplan solely because of the independent conduct of a student or other individual Authorized User unless the Customer's negligence, willful misconduct, or knowing failure to take reasonable corrective action after notice materially contributed to the claim.

17.6 If the Service becomes, or in Gameplan's reasonable opinion is likely to become, subject to an intellectual-property claim, Gameplan may, at its expense: (a) obtain the right for the Customer to continue using the affected Service; (b) modify or replace the affected Service so it is no longer infringing without materially reducing its functionality; or (c) if neither option is commercially reasonable, terminate the affected portion of the Service and refund prepaid fees attributable to the period after termination.

17.7 Gameplan has no obligation under Section 17.3(a) to the extent a claim results from: (i) a modification not made or authorized by Gameplan; (ii) use of the Service in combination with an item not supplied or approved by Gameplan, where the claim would not otherwise have arisen; (iii) continued use after Gameplan provides notice of the claim and a substantially equivalent non-infringing replacement; (iv) materials, content, specifications, or instructions supplied by the Customer; or (v) use of the Service contrary to the Agreement or Gameplan's written documentation.

17.8 The party seeking indemnification shall promptly provide written notice of the applicable claim. A delay in providing notice relieves the Indemnifying Party of its obligations only to the extent the delay materially prejudices the defense.

17.9 The Indemnifying Party may control the defense and settlement using counsel reasonably acceptable to the Indemnified Party. The Indemnifying Party shall not settle a claim in a manner that admits wrongdoing by, imposes a non-monetary obligation on, or requires payment from an Indemnified Party without that Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed.

17.10 The Indemnified Party shall provide reasonable cooperation at the Indemnifying Party's expense and may participate in the defense with counsel of its choosing at its own expense. If applicable law requires a public Customer to control its own defense, it may do so, but Gameplan is responsible only for reasonable defense costs otherwise covered by this Section.

17.11 Nothing in this Section requires a public Customer to assume an indemnification obligation prohibited by applicable law or waives any immunity, defense, limitation, or protection available to it. All obligations and liabilities under this Section are subject to Section 16.

18. Force Majeure

18.1 Neither party is liable for delay or failure to perform, other than payment obligations, caused by events beyond its reasonable control, including natural disasters, fire, flood, war, terrorism, civil unrest, labor disruption, government action, court order, widespread power or internet failure, cyberattack not caused by the affected party's failure to maintain reasonable safeguards, or critical third-party service failure. The affected party shall use reasonable efforts to mitigate the impact.

19. Term, Suspension, and Termination

19.1 These Terms take effect when the Service Agreement becomes effective and remain in effect for its term.

19.2 Either party may terminate the Agreement for a material breach that remains uncured thirty (30) days after the breaching party receives written notice describing the breach in reasonable detail. The Customer's failure to pay a properly invoiced and undisputed amount within thirty (30) days after receiving separate written notice that the amount is overdue constitutes a material breach.

19.3 Either party may terminate the Agreement immediately if the other party becomes insolvent, enters bankruptcy proceedings that are not dismissed within thirty (30) days, or makes an assignment for the benefit of creditors.

19.4 Notwithstanding Section 19.2, Gameplan may temporarily suspend only the affected portion of the Service if Gameplan reasonably determines

that the Customer's or an Authorized User's use creates an immediate and material security risk, violates applicable law, infringes third-party rights, or materially threatens the integrity of the Service or a certification program, or if suspension is required by applicable law.

19.5 Gameplan shall provide the Customer with prompt written notice where legally and reasonably practicable, limit the suspension to the minimum scope and duration reasonably necessary, and restore access promptly after the applicable risk is resolved. Any termination arising from such conduct remains subject to Section 19.2 unless continued performance would violate applicable law.

19.6 This Section does not authorize suspension solely because of a late or disputed payment and does not limit Gameplan's rights under applicable Candidate Terms, Proctor Terms, Testing Center Terms, or certification rules to restrict examination activity or withhold, invalidate, suspend, or revoke an affected exam result or Credential.

19.7 Upon termination or expiration, the Customer shall pay accrued undisputed fees. Sections that by their nature should survive, including confidentiality, intellectual property, data return or deletion, permitted Certification Record retention, payment, disclaimers, liability, indemnification, and dispute resolution, survive.

20. Changes to These Terms

20.1 Gameplan may publish updated Terms for future Service Agreements. The version incorporated into an existing Service Agreement applies throughout its current term.

20.2 During a current term, an addition to or amendment of these Terms or any other part of the Agreement is valid only if made in writing and signed by authorized representatives of both parties. Gameplan may implement a change strictly required by applicable law after providing reasonable notice, but only to the extent legally required. Such a change shall not increase the Customer's fees or materially reduce Gameplan's privacy or security commitments except to the extent required by that law.

20.3 At renewal, the then-current version of these Terms shall apply. Renewal is not automatic.

20.4 Operational updates to the Service or a certification program that are expressly permitted by the Agreement, including Section 3, do not amend the Agreement, provided they do not increase the Customer's fees, materially reduce the purchased Service, materially expand Gameplan's rights to Process Customer Data, or materially reduce Gameplan's privacy or security commitments.

21. General

21.1 The Agreement is the entire agreement between the parties on its subject matter and replaces prior written and oral agreements on that subject.

21.2 Except as expressly provided in Section 20, any addition to or amendment of the Agreement is valid only if made in writing and signed by authorized representatives of both parties.

21.3 Neither party may assign the Agreement without the other party's prior written consent, except that either party may assign it in connection with a merger, reorganization, sale of substantially all relevant assets, or change of control, provided the assignee assumes the assigning party's obligations. Any other assignment is void.

21.4 If a provision is invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain effective. A waiver must be in writing and applies only to the specific instance. Headings are for convenience only.

21.5 Notices concerning breach, termination, indemnification, or dispute must be in writing and sent to the Service Agreement contact, with a copy to info@gameplan.com for notices to Gameplan. Operational communications may be sent by email.

22. Governing Law and Dispute Resolution

22.1 Unless the Service Agreement or a written amendment signed by authorized representatives of both parties expressly provides otherwise, the Agreement and any non-contractual obligations arising out of or relating to it shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict-of-laws principles.

22.2 Before commencing litigation or arbitration, the parties shall attempt in good faith to resolve the dispute through discussions between representatives authorized to settle it. If the dispute is not resolved within thirty (30) days after written notice of the dispute, either party may commence the applicable proceeding.

22.3 This requirement does not prevent either party from seeking temporary, preliminary, or other injunctive relief or from taking action reasonably necessary to preserve a claim before an applicable limitations period expires.

22.4 Except as provided in Section 22.7, and unless the Service Agreement or a written amendment signed by authorized representatives of both parties expressly provides otherwise, any dispute, claim, or controversy arising out of or relating to the Agreement, including its formation, interpretation, performance, breach, termination, enforceability, or validity, shall be finally resolved by binding

arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect.

22.5 The seat and place of arbitration shall be Wilmington, Delaware. The arbitration shall be conducted in English by one arbitrator, unless the applicable rules require otherwise or the parties agree otherwise in writing. The Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision. Judgment on the arbitration award may be entered in any court having jurisdiction.

22.6 The arbitration and related submissions, evidence, correspondence, orders, awards, and settlements shall be treated as Confidential Information, except to the extent disclosure is required by applicable law, reasonably necessary to obtain legal or professional advice, or reasonably necessary to enforce or challenge an arbitration award.

22.7 Nothing in this Section prevents either party from seeking temporary, preliminary, or other injunctive relief in a court of competent jurisdiction to protect Confidential Information, Customer Data, security, examination integrity, or intellectual property.

22.8 Any court proceeding seeking such relief, seeking to enforce or challenge an arbitration award, or addressing a dispute that cannot lawfully be arbitrated shall be brought exclusively in a state court located in New Castle County, Delaware or, where federal jurisdiction exists, in the United States District Court for the District of Delaware. Each party consents to the personal jurisdiction of those courts and waives any objection based on venue or inconvenient forum, to the extent permitted by applicable law.

22.9 If the Customer is a public school district, public school, school board, public educational agency, public charter school treated as a governmental entity, or other state or local governmental entity, nothing in the Agreement waives any immunity, defense, limitation, claim-presentation requirement, procurement requirement, or other protection that cannot lawfully be waived.

23. Contact

23.1 Questions about these Terms may be sent to info@gameplan.com. Security concerns should be sent to security@gameplan.com.

24. Testing Centers

24.1 The Customer may elect to administer Gameplan Certification Exams using its designated personnel. Only if and when it elects to act as a Testing Center is it subject to the Gameplan Testing Center Terms at https://gameplan.com/testing-center-terms.

24.2 The Customer is deemed to have elected to act as a Testing Center when it designates at least one qualified Proctor and schedules or administers a Certification Exam, without any additional organizational agreement, acceptance, application, or prior Gameplan approval. Purchasing or possessing exam vouchers alone does not make it a Testing Center.

24.3 Each individual acting as a Proctor must complete any required training and personally accept the Gameplan Proctor Terms at https://gameplan.com/proctor-terms before administering a Certification Exam.

24.4 Gameplan may suspend or revoke the Customer's status as a Testing Center, restrict particular administrators or Proctors, or suspend examination administration as provided in the Testing Center Terms.