

REVIBE™ FOR ORGANIZATIONS ONLINE SUBSCRIPTION AGREEMENT

Last modified: October 27, 2025

NCS Pearson, Inc., through its Clinical Assessments business (“**we**”) provides subscriptions to use our downloadable Pearson Revibe application on iOS, Android, Chromebook or other mobile device platforms (including all related Documentation, the “**Application**”) as well as the Revibe online service which may be accessed through your Internet web browser (including all related Documentation, the “**Service**” and, together with the Application, and including all associated features, functionality, software, content, materials and services made available thereon by us, including all new versions, updates, revisions, improvements and modifications of the foregoing, the look and feel, ideas, algorithms, methods and concepts underlying or embedded in the foregoing and all related intellectual property rights, the “**Platform**”), to schools, school districts, tutoring centers, clinics and other organizations and commercial entities subject to the terms and conditions of this agreement (this “**Agreement**”).

1. Acceptance. By executing a Service Order with us, you also accept the terms of this Agreement. You should read this Agreement carefully for the terms and conditions that govern your use of the Platform. The individual executing the Service Order on your behalf represents and warrants to us that he or she is fully and duly authorized to agree to be bound by this Agreement on your behalf.

2. Changes. We may revise and update this Agreement from time to time in our sole discretion. Via a conspicuous posting within the Platform itself or via notice by e-mail to the e-mail address we have on file for you, we will provide you with 30 days’ advance notice of any material changes to this Agreement. You may, at any time during the 30-day period following receipt of our notice, elect to terminate this Agreement upon written notice to us. Otherwise, changes to this Agreement are effective immediately when we post them, and your continued use of the Platform following the posting of a revised Agreement means that you accept and agree to the changes. You must immediately discontinue access or use of the Platform if you do not want to agree to the revised Agreement.

3. Purchase of Revibe Devices.

a. Terms of Sale. We will sell Revibe device units to you at the per unit prices set forth in your Service Order and on the terms and conditions set out in this Agreement (and on no other terms).

b. Shipment and Delivery. Unless otherwise agreed by you and us in writing, we will, at our expense and risk of loss, deliver the purchased Revibe device units to the address specified on the Service Order, using our standard methods for packaging and shipping, within a reasonable time after execution of the Service Order (subject to availability of finished devices). Any time quoted for delivery is an estimate only. Notwithstanding anything to the contrary in Section 10 below, your payment must be received in full within 45 days of shipment. We may, without liability or penalty, make partial shipments of the ordered Revibe device units.

c. Inspection and Acceptance. You must inspect the Revibe device units received within ten days after delivery, after which time you will be deemed to have accepted the Revibe device units unless you earlier notify us in writing (and furnish evidence or other documentation as reasonably requested by us) that the Revibe device units either (i) are damaged, defective, or otherwise not in conformance with the Service Order, or (ii) were delivered to you as a result of our error. If you notify us pursuant to this Section 3.c, then we may determine (in our discretion) whether to repair or replace the non-conforming Revibe device units or refund the price for the non-conforming units, together with all shipping expenses you incurred in connection therewith. You must ship, at your expense and risk of loss, all units to be returned, repaired or replaced under this Section 3.c to the address we specify in writing. If we exercise our option to replace the Revibe device units, we will, after receiving your shipment of the units to be returned, repaired or replaced, ship to you, at your expense and risk of loss, the replacement units to the address listed in your Service Order. YOU ACKNOWLEDGE AND AGREE THAT THE REMEDIES SET OUT IN THIS SECTION 3.c ARE EXCLUSIVE OF ALL OTHER REMEDIES, SUBJECT TO YOUR RIGHTS UNDER SECTION 13.b REGARDING ANY REVIBE DEVICE UNITS FOR WHICH YOU HAVE ACCEPTED DELIVERY UNDER THIS SECTION 3.c. EXCEPT AS PROVIDED UNDER THIS SECTION 3.c AND SECTION 13.b, ALL SALES OF REVIBE DEVICE UNITS TO YOU UNDER THIS AGREEMENT ARE MADE ON A ONE-WAY BASIS AND YOU HAVE NO OTHER RIGHT TO RETURN ANY REVIBE DEVICE UNITS UNDER THIS AGREEMENT.

4. Our Services.

a. Services. During the Term, we will use commercially reasonable efforts to host, manage and operate the Platform for remote electronic access and use by you and your Organization Users in accordance with the authorizations granted below.

b. Changes. We may make any changes to the Platform (including, without limitation, the design, look and feel, functionality, content, material, information and/or services provided via the Platform) that we deem necessary or useful to improve the Platform or for any other reason, at any time without notice to you, but we will not make any changes to the Platform that would materially adversely affect the features and functionality available to you.

c. Subcontractors. We may, in our discretion, engage subcontractors to aid us in performing our services under this Agreement, but such subcontractors will be bound by confidentiality terms, duties or obligations that are substantially equivalent to Section 7 below, and we will remain liable for any act or omission by them that would be a breach or violation of this Agreement. We use Amazon Web Services (the “**Hosting Services Provider**”) for cloud infrastructure and hosting services related to the Platform, as described in further detail in Section 8.f below. We will share the names of additional subcontractors we use (if any) with you upon request.

d. Suspension of Services. We may suspend or deny your or any Organization User’s access to or use of all or any part of the Platform without any liability to you or others, if (i) we are required to do so by law or court order, or (ii) you have or any Organization User has (A) accessed or used the Platform beyond the scope of the rights granted under this Agreement, (B)

been involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Platform, (C) violated the limitations and restrictions described in Section 5.c, or (D) otherwise violated this Agreement and failed to cure such breach within ten days after we provide written notice to you. Our remedies in this Section are in addition to, and not in lieu of, our termination rights in Section 12 and any of our other rights or remedies under this Agreement or otherwise.

5. Right to Access the Platform and Restrictions.

a. Application License Grant. Subject to your payment of the fees listed on your Service Order, and so long as you and your Organization Users otherwise comply with this Agreement, we grant you, during the Term, a limited, non-exclusive and non-transferable license to download, install and use the Application, solely for the Permitted Use, on one or more mobile devices owned or otherwise controlled by you, solely as (and in the form) in which we have provided the Application to you, and strictly in accordance with this Agreement and the Application's Documentation.

b. Service Authorization. Subject to your payment of the fees listed on your Service Order, and so long as you and your Organization Users otherwise comply with this Agreement, we authorize you, during the Term, and on a limited, non-exclusive and non-transferable basis, to access and use the Service by and through your Organization Users, solely for the Permitted Use, solely as (and in the form) in which we have provided the Service to you, and strictly in accordance with this Agreement and the Service's Documentation.

c. Limitations and Restrictions. You must use commercially reasonable efforts to prevent unauthorized access to or use of the Platform. You must not, and you must not permit any other person or entity to, access or use the Platform except as we've specifically allowed in this Agreement and, in the case of any third-party content or materials (including open source components) ("**Third-Party Materials**") we provide to you, as allowed in the applicable third-party license agreement. You and your Organization Users must not do any of the following:

- i. copy the Platform or any portion thereof;
- ii. modify, adapt, translate or otherwise create derivative works or improvements of the Platform or any portion thereof;
- iii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or any features or functionality of the Platform to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time or through any time-sharing, service bureau or software as a service arrangement;
- iv. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive, gain access to or discover the source code of the Platform or the underlying structure, ideas, know-how, algorithms or methodology relevant to the Platform;

v. input, upload, transmit or otherwise provide to or through the Platform any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;

vi. bypass, breach or disable any security device, copy control or digital rights management tool, or other protection used by the Platform;

vii. attempt to gain unauthorized access to, damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner (A) the Platform, (B) the server on which the Platform is stored, (C) any server, computer or database connected to the Platform, or (D) our ability to provide services to any third party;

viii. cause the Platform or portions of it to be displayed, embedded or appear to be displayed by framing, deep linking, in-line linking or similar method on any other site;

ix. use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;

x. access or use the Platform in any way that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any third party, or that violates any applicable law or regulation;

xi. access or use the Platform for purposes of (A) benchmarking or competitive analysis, (B) developing, producing, marketing, distributing, licensing or selling any product or service that may compete with the Platform, or (C) disclosing to our competitors, for any purpose, otherwise non-public information about the Platform; or

xii. knowingly aid or assist (A) any Organization User, End User or other person or entity in taking any of the actions prohibited by this Section 5.c, or (B) any End User in violating the terms of service applicable to such End User (as set forth in Section 5.d below).

You must immediately notify us should you learn that you, any Organization User, any End User or any other person or entity has taken any action prohibited by this Section 5.c, or should you learn that any End User has violated the terms of service applicable to such End User (as set forth in Section 5.d below).

d. End User Access. Each End User's rights, duties and obligations with respect to (i) downloading, installing and using the Application on their own mobile device, and (ii) accessing and using the Service are governed by the applicable terms of service accepted and agreed to by such End User (or, if the End User is a minor, such End User's parent or legal guardian) during registration with the Application and/or Service.

6. Uses of the Platform.

a. Accessing the Platform. We strive to provide a reliable and useful experience when using our Platform, but we do not guarantee that our Platform will be available at any specific time and we will not be liable for any reason if you cannot access the Platform.

b. Account Security. If you or your Organization Users choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you (and the applicable individual) must treat such information as confidential, and you (and the applicable individual) must not disclose it to any other person or entity. If you permit any other person to use your account, you will be responsible for their activities while using the Platform. You agree to notify us promptly of any unauthorized access to or use of any user name or password assigned to you or any other breach of security. Accessing the Platform without proper user name and password is strictly prohibited, constitutes a breach of this Agreement resulting in the termination of your right to use the Platform, and may violate copyright and other laws.

c. Content Provided by Third Parties. The Platform may include content provided by third-parties. All statements or opinions expressed in these materials, other than the content provided by us, are solely the opinions and the responsibility of the third-party providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

d. Links to Other Sites. If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the linked third party websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

e. Geographic Restrictions. We are based in the United States. We provide the Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content are accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. The Platform's infrastructure is hosted in the United States and any related services are provided from the United States. It is possible that certain information provided to the Platform will be stored on servers in multiple other countries on the "cloud" or other similar distributed hosting platforms. If a user accesses the Platform from the European Union, Asia or any other region with laws governing personal data collection, use, and disclosure that differ from United States laws, you are expressly and knowingly consenting to the transfer of such user's information to the United States and other jurisdictions as indicated above, and to our use of such user's information in accordance with our Privacy Policy attached hereto as Exhibit 1.

f. Application Updates. We may from time to time in our sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related Documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. All Updates shall be deemed a part of the Application governed by all the provisions of this Agreement

pertaining thereto. Based on your mobile device settings, when your mobile device is connected to the Internet either: (i) the Application will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates. You must promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality in the Application.

7. Confidentiality.

a. General. During the Term and for a period of five years thereafter, each receiving party (each, a “**Recipient**”) will hold in strict confidence any proprietary or confidential information (collectively, “**Confidential Information**”) of the other party (the “**Discloser**”) and will not disclose Discloser’s Confidential Information to any third party (other than our subcontractors as permitted in Section 4.c above) nor use the Discloser’s Confidential Information for any purpose except for carrying out its obligations or exercising its rights under this Agreement. The terms and existence of this Agreement and all non-public information related to the Platform and the features, functionality and performance thereof are all our Confidential Information, and Your Data (including, for the avoidance of doubt, End User Data) is your Confidential Information.

b. Exceptions. These restrictions will not restrict the use or disclosure of information disclosed by one party to the other that (i) is or becomes publicly known other than as a result of any act or omission by the Recipient, (ii) is lawfully received by the Recipient from a third party not in a confidential relationship with the Discloser, (iii) was already rightfully known by the Recipient prior to receipt thereof from the Discloser, or (iv) is required to be disclosed pursuant to applicable law or the valid order of a court or governmental agency. If the Recipient is required to disclose any Confidential Information to comply with applicable law or a valid order, then the Recipient must give the Discloser reasonable prior written notice to permit the Discloser to challenge or limit such required disclosure.

c. Trade Secret Protection. Notwithstanding the foregoing, each party’s confidentiality obligations will survive with respect to the other party’s Confidential Information that is a trade secret for so long as such Confidential Information continues to be a trade secret under applicable law.

8. Security of End User Data.

a. Privacy Practices. We process all End User Data consistent with our Privacy Policy attached hereto as Exhibit 1. Notwithstanding anything to the contrary in our Privacy Policy, we will not use Personally-Identifiable Information contained in End User Data to target advertising (of others’ products and services or our own) to End Users. We send promotional messages regarding our own products and services to an account holder only when the account holder is an individual that has purchased a Revibe device directly from us pursuant to our general Terms of Service and for his or her own personal or family use (and not in the organizational use context governed by this Agreement).

b. Security Program. We will maintain and implement a written data security program that contains commercially reasonable administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security, confidentiality or integrity of End User Data that we process on your behalf, including the unauthorized or accidental acquisition, destruction, loss, alteration or use of, and the unauthorized access to, End User Data.

c. Review of Security Program. We will review and, as appropriate, revise our data security program at least annually or whenever there is a material change in our business practices that may reasonably affect the security or integrity of End User Data.

d. Physical and Environmental Security. We will ensure that our information processing facilities that handle, process and store End User Data are housed in secure areas and protected by perimeter security, such as barrier access controls that provide a physically secure environment from unauthorized access, damage, and interference.

e. Security Breaches.

i. We will promptly report to you any unauthorized acquisition, access, use or disclosure of End User Data maintained on servers owned or otherwise licensed by us from a third party (e.g., the Hosting Services Provider) of which we are aware (each, a “**Security Breach**”). We will also use diligent efforts to investigate and remedy any such Security Breach in a timely manner and deliver to you a root cause assessment and future incident mitigation plan with regard to each Security Breach. We will use our best efforts to prevent a recurrence of any such Security Breach.

ii. We will not inform any third party of any Security Breach without first obtaining your prior written consent, other than to inform a complainant that the matter has been forwarded to your legal counsel. We each will reasonably cooperate with each other in good faith in determining and carrying out an action plan for providing all notifications of Security Breaches required by applicable law. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to report criminal acts relating to the use and disclosure of End User Data to applicable government authorities and shall notify you as soon as practicable that such reporting has occurred. With respect to instances in which we are considering notifying government authorities concerning civil, but not criminal, acts, we will notify you in writing and consult with you prior to making any such notification. We each will endeavor in good faith to reach agreement on the need and nature of such notification. If such agreement cannot be reached within 48 hours after we have provided you with written notice, we will have the right to inform government authorities solely to the extent required by applicable law.

iii. We agree to reasonably cooperate with you, at your expense, in any litigation, investigation, or other action reasonably deemed necessary by you to protect your rights relating to the use, disclosure, protection, and maintenance of End User Data. We agree to maintain and preserve all documents, records, and other data related to any Security Breach.

f. Reputable Hosting Provider. During the Term, we may provide our hosting services using the Hosting Services Provider. You consent to our use of the Hosting Services

Provider to provide our hosting services and acknowledge and agree that the Hosting Services Provider's (i) security programs, policies, procedures, controls and technologies, and (ii) data backup and disaster recovery policies and procedures, are consistent with industry best practices thereby resulting in compliance with the requirements of this Section 8.

9. Additional Provisions Relating to Student Data.

- a. We will promptly make available to you upon request copies of any End User Data in our possession and will reasonably cooperate with you in responding to requests from parents, legal guardians or End Users (where End Users themselves are of eligible age under applicable law) to review and correct Personally-Identifiable Information contained within End User Data as necessary to satisfy FERPA, COPPA or state law access requirements. In addition to our obligations upon termination under Section 12.c below, and subject to our rights under Section 11.d below, upon your request at any time during the Term, we will promptly destroy your End User Data, whether in our possession or in the possession of any of our subcontractors; provided, however, that you acknowledge that our destruction of certain End User Data may affect the quality or functionality of the Platform, and we will not be liable to you for any resulting issues due to insufficient or incomplete data or inputs.
- b. At this time, Revibe is not intended for use with Protected Health Information ("PHI") as defined in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 ("HIPAA Rules"). If you are interested in using the product with PHI, contact us directly at: <https://www.pearsonassessments.com/contact-us.html>

10. Fees and Payment.

- a. Fees. You will pay to us the fees and charges described in your Service Order (the "Fees") in accordance with your Service Order and this Section. Except as otherwise expressly provided in this Agreement or your Service Order, all purchases are final, all payment obligations are non-cancelable and all Fees once paid are non-refundable after 60 days from Service Order date.
- b. Taxes. Our Fees do not include taxes and similar assessments. We will pass along to you the cost of all applicable sales and excise (and other similar) taxes, duties and charges of any kind imposed by a governmental authority on amounts payable under this Agreement, other than taxes imposed on our income. If you are exempt from such taxes, you must provide us with a true, up-to-date and complete copy of your direct pay permit or exemption certificate.
- c. Payment. You will make all payments in US dollars. Invoiced amounts are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying us of any changes to that information.

11. Ownership and Intellectual Property Rights.

a. Pearson Revibe IP. You acknowledge and agree that the Platform is provided under license, and not sold, to you. We and our licensors and service providers own and will retain all right, title and interest in and to our name, logos and other trademarks and the Platform (collectively, the “Pearson **Revibe IP**”), and as such the Pearson Revibe IP is protected by federal, state, foreign and international copyright, trademark, patent, trade secret and other intellectual property and proprietary rights laws. To the extent we develop corrections, enhancements, improvements, derivative works or software relating to the Pearson Revibe IP based upon ideas or suggestions submitted by you to us, you hereby irrevocably assign your rights to such ideas or suggestions or joint contributions to us, together with all intellectual property rights in or relating thereto. We are not granting you any right, license or authorization with respect to any of the Pearson Revibe IP except as we’ve specifically provided in Section 5 above. We and our licensors and service providers reserve all other rights in and to the Pearson Revibe IP.

b. Your Data and End User Data. As between you and us, you are and will remain the sole and exclusive owner of all right, title and interest in and to all of Your Data (including, for the avoidance of doubt, all End User Data), including all intellectual property rights relating to Your Data, subject only to the rights you grant to us in Sections 11.c and 11.d. This Agreement does not give us any rights, implied or otherwise, to Your Data or End User Data, except as expressly stated in this Agreement.

c. Right to Use Your Data and End User Data. During the Term, you grant all such rights and permissions in or relating to Your Data and End User Data to us and our subcontractors as are necessary to provide the Platform to you and perform any related services.

d. Right to Use De-Identified End User Data. Additionally, you agree we may use a version of the End User Data that has all Personally-Identifiable Information removed (“**De-Identified Data**”) for research purposes, to improve the Platform and the quality of our analytics, to prepare aggregated statistical information used for demonstrating the effectiveness of the Platform, and for other purposes permitted under applicable law and our Privacy Policy attached hereto as Exhibit 1. , and that this right will survive any expiration or termination of this Agreement. We will not (and any transferees of such materials will not) attempt in any way to re-identify any De-Identified Data except with your prior written consent.

e. Feedback. By providing us with any feedback, suggestions, or ideas regarding the Platform or our services (collectively, the “Feedback”), you hereby assign to us all right, title, and interest in and to the Feedback, including any intellectual property rights therein. You acknowledge and agree that we may use, disclose, and exploit any Feedback you provide to us without restriction, and without any obligation to you, including but not limited to, the right to incorporate such Feedback into our products and services and to create derivative works based on such Feedback.

f. Resale. No resale of the Revibe product is permitted to a public entity, including schools and school districts, without prior written authorization of Pearson.

12. Term and Termination.

a. Term. The initial term of this Agreement and any renewal provisions are as indicated in your Service Order. The initial term and each renewal term are referred to in this Agreement as the “**Term**.”

b. Termination. In addition to any other termination rights described in this Agreement or your Service Order, this Agreement may be terminated at any time by either party, effective when that party provides written notice to the other, if the other party materially breaches this Agreement and such breach (i) is incapable of cure, or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice regarding such breach.

c. Effect of Termination. If this Agreement is terminated or expires, then: (i) except as provided in Section 11.d above, all rights, licenses and authorizations granted by one party to the other will immediately terminate, (ii) we may disable your and your Organization Users’ access to the Platform, and (iii) except as provided in Section 11.d above, we each will cease all use of the other party’s Confidential Information and promptly destroy all of the other party’s Confidential Information, except that each party may retain Confidential Information in its backups, archives and disaster recovery systems until such Confidential Information is deleted in the ordinary course (so long as it remains subject to all confidentiality and other applicable requirements of this Agreement).

d. Surviving Terms. Sections 5.c (Limitations and Restrictions), 7 (Confidentiality), 11 (Intellectual Property Rights), 12.c (Effect of Termination), 13.a (Your Assurances), 14 (Disclaimers), 15 (Indemnification), 16 (Limitations of Liability), 17 (Miscellaneous), 18 (Definitions) and this Section will survive any expiration or termination of this Agreement.

13. Assurances; Disclaimer.

a. By You. You represent, warrant and covenant to us that: (i) you own, or have the legal right to use and permit us to access and use as contemplated by this Agreement, Your Data (including, for the avoidance of doubt, all End User Data); (ii) you have been provided with such opportunity as you deem adequate to discuss with and obtain from our representatives such information as is necessary for you to evaluate and make an informed decision regarding our policies and practices with respect to the collection, use and disclosure of End User Data, including via your receipt, careful review and evaluation of the terms and conditions of this Agreement and our Privacy Policy ; (iii) if you are a school or school district, then through such evaluation you have determined that our services under this Agreement comply with the “school official” exception under FERPA; (iv) prior to providing any End User Data to us, you have obtained all necessary consent to such disclosures as required by applicable federal, state and local laws, rules and regulations, including but not limited to FERPA, COPPA and PPRA to the extent applicable; and (v) the collection and use of all of Your Data (including, for the avoidance of doubt, all End User Data) as contemplated by this Agreement is otherwise consistent with and in compliance with your own privacy policy and all applicable federal, state and local laws, rules and regulations, including but not limited to FERPA, COPPA and PPRA to the extent applicable. You will immediately notify us in writing if you become aware of any changes, inaccuracies or failures on your part to comply with the foregoing representations, warranties and covenants in this Section

13.a, and cooperate with us in every reasonable way in our resulting mutual efforts to ensure full compliance with applicable laws, rules and regulations. Additionally, you will indemnify and hold us and our subcontractors and personnel harmless from any third party claim or investigation arising from allegations that would constitute a breach of any of your representations, warranties or covenants in this Section.

b. By Us Regarding the Revibe Devices. We warrant that the purchased Revibe device units will be free from defects in material and workmanship under normal use and service with proper maintenance for one year. You will promptly notify us of any known warranty claims and cooperate in the investigation of such claims. We will have no obligation under the warranty in this Section 13.b with respect to the batteries supplied with the Revibe device units or if you: (i) fail to notify us in writing during the warranty period of a non-conformity, including in such notice a copy of the original purchase receipt, or (ii) use, misuse or neglect the Revibe device units in a manner inconsistent with the unit's specifications or use or maintenance directions, modify the Revibe device units or improperly install, handle or maintain the Revibe device units. If any Revibe device unit is proven to not conform with this warranty during the applicable warranty period, we will, at our exclusive option and expense, either repair or replace the Revibe device unit or refund the purchase price paid by you for the non-conforming Revibe device unit. THE REMEDIES SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE CONSTITUTE YOUR SOLE REMEDY AND OUR ENTIRE OBLIGATION AND LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY BREACH OF WARRANTY PROVIDED IN THIS SECTION 13.b.

14. Disclaimers.

a. General Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 13, ALL REVIBE DEVICE UNITS, ALL SERVICES AND ALL REVIBE IP ARE PROVIDED "AS IS" AND WE HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED OR THAT THE PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY SERVICES OBTAINED THROUGH IT) WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

b. Disclaimers: No Use for Medical Diagnosis, Treatment or Prevention. Neither the Platform nor the Revibe devices themselves are medical devices and they are not intended to diagnose, treat, cure or prevent any disease or condition, nor are they a substitute for any professional medical or therapeutic advice, diagnosis or treatment. Accordingly, we do not provide any warranty or representation with respect to the merchantability, fitness or suitability of the

Platform or any Revibe devices for treating any medical condition. Because the Platform and the Revibe devices are not medical devices, they have not been developed or manufactured in accordance with quality standards that may be necessary for materials intended for use in medical device applications and we have not sought or received any rulings from the U.S. Food and Drug Administration as to the safety or effectiveness of the Platform or Revibe devices for medical purposes. Purchasers of the Revibe devices and/or users of the Platform proposing to evaluate or use our products or services for a medical or therapeutic purpose should rely upon qualified, licensed medical or therapy providers before doing so. The information presented on the Platform is made available solely for general information purposes and does not constitute, and is not intended to be, a comprehensive review of any condition or body system. The information presented on the Platform should not be used as a substitute for, or a replacement of, clinical or therapeutic decision making by a licensed provider. We do not warrant the accuracy, completeness or usefulness of this information and any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Platform, or by anyone who may be informed of any of its contents. We do not offer, and the Platform does not constitute, medical, therapeutic or healthcare services or advice. Use of the Platform does not create a physician-patient or therapist-patient relationship. If you or any user experiences any medical emergency while using the Platform or any Revibe device, immediately stop use of the Platform and/or Revibe device and consult a medical professional. Use of the Platform and the Revibe devices is voluntary and at the user's own risk. We may update the content on the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

15. Indemnification.

a. IP Infringement Claims. We will defend you from and against any suits, actions, proceedings, claims or demands (“**Claims**”) brought by a third party, and will indemnify and hold you harmless from any associated liabilities, damages, losses, fees, expenses and costs (including reasonable attorneys’ fees) (“**Losses**”) finally awarded by a court of competent jurisdiction or paid in accordance with a settlement agreement with such third party, in each case to the extent the same are based on allegations that the Platform (excluding Your Data) or your use thereof in accordance with this Agreement infringe any U.S. patent, copyright or trademark of such third party, or misappropriates the trade secret of such third party (each, an “**Infringement Claim**”). Notwithstanding the foregoing, we will have no liability or obligation with respect to any Infringement Claim to the extent based upon or arising out of: (a) access to or use of the Platform in combination with any hardware, system, software, network or other materials or service not provided by us (or authorized in the Documentation or otherwise in writing by us); (b) modifications or configurations made to the Platform, as applicable, by anyone other than us (or a party acting under our direction) without our prior written consent; or (c) any action taken by you, any Organization User or any End User relating to use of the Platform, as applicable, that is outside the scope of the rights and authorizations granted in this Agreement or the applicable terms of service.

b. Mitigation. If the Platform is, or in our opinion is likely to be, the subject of an Infringement Claim, we may, at our option and our sole cost and expense: (i) obtain the right for

you to continue to use the Platform as contemplated by this Agreement, (ii) modify or replace the Platform to make it (as so modified or replaced) non-infringing, without causing a material loss of features or functionality, or (iii) if the remedies in clauses (i) and (ii) are not feasible within commercially reasonable standards, as determined in our reasonable discretion, then we may terminate this Agreement upon written notice and promptly refund to you, on a *pro rata* basis, the share of any Platform subscription Fees prepaid by you for the future portion of the Term that would have remained but for such termination.

c. Procedures. You must immediately notify us of any Infringement Claim, allow us to control the defense and settlement of the claim, and provide reasonable cooperation to us (at our expense) in the defense of the claim. We will not enter into a settlement of any such claim in a manner that imposes any liability on you without your prior written consent.

d. Sole Remedy. THIS SECTION 15 SETS FORTH YOUR SOLE REMEDIES AND OUR SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE PLATFORM OR ANY OTHER REVIBE IP) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Limitations of Liability.

a. Exclusion of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE PLATFORM, OR (iii) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. Cap on Monetary Liability. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID TO US HEREUNDER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM HEREUNDER. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. Exceptions to Limitations. The exclusions and limitations in this Section 16 will not apply to a violation of Section 5.c (Limitations and Restrictions), a party's breach of Section 7 (Confidentiality), your payment obligations under Section 10 (Fees and Payment), a party's obligations under Section 13.a (Your Assurances) or Section 15 (Indemnification), or liability for a party's fraud, gross negligence or willful or intentional misconduct.

17. Miscellaneous.

a. Entire Agreement. This Agreement and each Service Order together constitute the entire agreement, and supersede all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom).

b. Counterparts. Any Service Order may be executed in one or more counterparts, each of which will be an original, but taken together will constitute one and the same instrument. Execution of a facsimile copy (including PDF) or execution through electronic means will have the same force and effect as execution of an original.

c. Amendment, Severability and Waiver. Except as expressly otherwise provided in Section 2 above, no change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. Any delay or failure of either party to enforce its rights, powers or privileges under this Agreement, at any time or for any period, will not be construed as a waiver of such rights, powers and privileges, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

d. Governing Law and Venue. Unless otherwise specified in your Service Order, this Agreement will be deemed to have been made in, and will be governed by and construed in accordance with the laws of, the State of Minnesota, without regard to its conflicts of law provisions, and the sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in the state of Hennepin County, and both parties consent to the exclusive jurisdiction of such courts with respect to any such action.

e. Notices. All notices under this Agreement will be in writing and may be delivered by electronic mail in portable document format (.pdf), certified or registered mail, overnight courier, or personal delivery, in each case to the address or e-mail address specified in the most recent Service Order (or to such other address or e-mail address specified by a party pursuant to the provisions of this Section).

f. Assignment. Neither party may assign, delegate or otherwise transfer its rights or obligations under this Agreement without the other party's prior written consent; provided, however, that either party may assign, delegate or otherwise transfer this Agreement without restriction: (i) in whole or in part to its affiliates, or (ii) in its entirety to an entity in good financial standing that acquires all or substantially all of the assigning party's business or assets to which

this Agreement pertains, whether by merger, reorganization, acquisition, sale, stock sale or otherwise. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

g. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

h. Relationship of the Parties. The relationship between the parties is that of independent, contracting parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

i. Force Majeure. Neither party will be liable for any delays or non-performance of its obligations arising out of causes not within such party's reasonable control, including, without limitation, actions or decrees of governmental authorities, criminal acts of third parties, earthquakes, flood, and other natural disasters, war, terrorism, acts of God, or fire (a "**Force Majeure Event**"), except to the extent that the delay or non-performance was not reasonably safeguarded against (in accordance with industry standards).

j. Equitable Remedies. Each party acknowledges and agrees that a breach or threatened breach (i) by you of the limitations and restrictions in Section 5.c (Limitations and Restrictions), or (ii) by either party of any of its obligations under Section 7 (Confidentiality) would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

18. Other Definitions. The terms "**you**" and "**your**" as used throughout this Agreement refers to the school, school district, tutoring center, clinic or other organization or commercial entity entering into the Service Order to obtain a subscription to our Platform. In addition, capitalized terms that are used in this Agreement have the meanings described below:

"**COPPA**" means the Children's Online Privacy Protection Act and its corresponding implementing regulations.

"**Documentation**" means the online, electronic and written documentation we make available to you which describe the functionality, components, features or requirements of the Platform.

"**End User**" means each individual Revibe device wearer (e.g., each individual pupil in your school or each individual served by your clinic) or the parent or legal guardian thereof whose End

User Data you collect as permitted by this Agreement in connection with such individual's use of the Revibe device and Platform.

"End User Data" means any information, data or other content of or about an End User collected via the Platform. End User Data may include, without limitation, Personally-Identifiable Information of End Users that End Users or Organization Users have input and submitted to the Platform.

"FERPA" means the Family Educational Rights and Privacy Act and its corresponding implementing regulations.

"Harmful Code" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (a) computer, software, firmware, hardware, system or network or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby.

"Organization User" means each of your employees that has been granted valid access credentials to log in to the Platform, use the Platform your organization's behalf, and/or manage your organization's Platform account.

"Permitted Use" means accessing and using the Platform to process End User Data for your internal organizational purposes, in the ordinary course of your organization's business, as permitted via the functionality and features offered within the Platform.

"Personally-Identifiable Information" means individually identifiable information about a natural person, including, without limitation, (a) a first and last name, (b) a home or other physical address, including the street name and name of a city or town, (c) e-mail address, (d) telephone number(s), (e) any other identifier that permits the physical or online contacting of a specific individual, and/or (f) information concerning an individual maintained in personally-identifiable form in combination with an identifier described in clauses (a)-(e) of this definition.

"PPRA" means the Protection of Pupil Rights Amendment and its corresponding implementing regulations.

"Service Order" means the order form, purchase order, proposal, service order or similar document executed by you and us, which is incorporated into this Agreement for all purposes.

"Your Data" means information, data and other materials that are collected, uploaded or otherwise received from you, an Organization User or an End User by or through the Platform in connection with this Agreement. For the avoidance of doubt, Your Data includes all End User Data.

IN WITNESS WHEREOF, the parties have agreed and executed this Agreement as of the date of last signature below.

{{otherparty_legal_entityname}}

NCS PEARSON, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

Revibe App and Online Platform Privacy Policy

Information We Collect and How We Collect It

We may collect several types of information from and about users of our Platform, including information by which users may be personally identified, such as:

- With respect to the Platform account holder only:
 - The account holder's name;
 - The account holder's e-mail address;
 - The account holder's date of birth (if the account holder is an individual);
 - Persistent identifiers that are associated with the account holder, such as the account holder's IP address and mobile device ID; and
 - The account holder's billing information, including billing contact information (e.g., billing address), credit or debit card numbers, security codes and other financial information; and
 - Any additional information you choose to provide in communications with us through the Platform.
- With respect to users of each Revibe device linked to the account holder's account on the Platform:
 - The type of Revibe device used by the device user;
 - The device user's "Nickname" (which could include the device user's name if you voluntarily choose to input that information in this field);
 - The device user's birth month and year;
 - Persistent identifiers that are associated with the device user, such as the device user's IP address and mobile device ID (if the device user chooses to access the Platform on the device user's computer or device rather than on the account holder's computer or device);
 - The device user's grade in school (if in school);
 - The device user's class schedule (if in school);
 - The device user's gender;
 - The device user's height and weight;
 - The device user's past and current medical diagnoses;
 - The device user's past and current medications;
 - The device user's race/ethnicity;
 - The device user's postal code;
 - Whether the device user is right-handed or left-handed; and
 - Raw data transmitted from the device user's Revibe device, such as a user's responses to reminders (taps), fidgeting behaviors (physical movement),

attention span, focus rate, heartrate, pulse oxygen, physical location (if GPS device location is enabled), sleep data (if enabled by users) and number of steps (accelerometer).

We consider the following subset of the above-listed information to be personally-identifiable information and such information is cumulatively referred to in this Policy as “Personal Information”:

- The account holder’s name;
- The account holder’s e-mail address;
- The account holder’s billing contact information (e.g., billing address);
- Persistent identifiers associated with the account holder or device user, such as the IP address or mobile device ID of the account holder or device user;
- The device user’s name (to the extent you voluntarily choose to input this information in the “Nickname” field);
- Any additional personal information you choose to provide in communications with us through the Platform, such as if you choose to include personal information when contacting us with a question via the online platform.

We collect the account holder information described above when you provide this information to us directly while registering to use our Platform, updating your account settings via the Platform, filling in information necessary for our third-party payment processors to process payments for Platform subscription fees, and communicating with us through the Platform. We collect the device user information described above when you input it directly into the Platform using the Platform’s features designed for this purpose and, with respect to the raw data from the device user’s Revibe device, through the transmission of such data to the Platform through the Revibe device’s Bluetooth connectivity.

In connection with our on-going review of customer experiences, you may also be selected to provide feedback on your opinions and impressions of the effectiveness of the Platform and its features. You provide this information to us by voluntarily agreeing to participate in such surveys and filling in and submitting online forms.

If you do not want us to collect this information your choice is (1) not to provide such information to the Platform, or (2) not to register for the Platform or to not access or use the above-mentioned features of the Platform. Please note that by omitting such information or declining to access or use certain features of the Platform, you may be unable to access certain portions, features of the Platform and the effectiveness of certain services provided via the Platform may be hindered, or you may be unable to use the product.

Automatic Information Collection

When you access, use and navigate through the Platform, the Platform may use certain technologies (described below) to collect automatically the following information:

- **Traffic Data / Usage Details.** When you access and use the Platform, we may collect automatically certain details of your access to and use of the Platform, including traffic data, logs, and other communication data, your navigation paths, actions and patterns in and through the Platform, the resources that you access and use on or through the Platform and the referring and exit pages.
- **Computer and Device Information.** When you access and use the Platform, we may collect information about your computer or mobile device and your Internet connection, including IP address, operating system, browser type, the mobile device's unique device identifier, and mobile network information.

If you do not want us to collect this information automatically your choice is to not access or use the Platform.

We use the following technologies for automatic information collection:

- **Cookies (or mobile cookies).** A cookie is a small file placed on your computer or mobile device. It may be possible to refuse to accept cookies by activating the appropriate setting on your browser or mobile device. However, if you select this setting you may be unable to access certain parts or features of the Platform.
- **Web Beacons.** Certain pages or portions of the Platform may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit us, for example, to count users who have visited those pages and for other related usage statistics (for example, recording the popularity of certain content and verifying system and server integrity).
- **Embedded Code.** Certain pages or portions of the Platform or embedded tools available on the Platform may use embedded hidden code to collect information about usage flows through the Platform and other similar usage statistics.
- **IP Address.** When you log into our services, we store the internet address that you are logging in from. We use this information to detect fraud and to comply with region-based legal requirements.

How We Use Information We Collect

We use information that we collect or that you provide to us, including any Personal Information, to:

- Generally operate and present the Platform and its contents to you;
- Present you with data visualizations (graphs and charts), metrics and patterns, including presenting the device user's focus score, focus rate, response rate, steps, fidgets, average attention span;
- Aid you and each device user in goal and progress tracking;
- Aid you in customizing vibration reminders on each Revibe device;
- Operate and employ on your behalf our proprietary machine learning algorithms to "learn" the device user's focus needs and adapt the frequency of vibration reminders on each applicable Revibe device accordingly;

- Notify the account holder about account status, payment transactions or changes to our Platform and any products or services we offer or provide through it, via messages sent to the account holder's e-mail address;
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us
- Securely transmit your billing and payment information to our third-party payment processors to allow such third-party payment processors to store and use such billing and payment information to process your payments for Platform subscription fees (please note that we do not otherwise use, process or store any of your billing or payment information on our systems); and
- In any other way that we describe when you provide the information and for any other purpose with your prior consent.

The traffic data, usage details, and "persistent identifiers" we collect help us to improve the Platform and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns;
- Learn to improve the "flow," organization and user interface of the Platform;
- Recognize you when you use the Platform and store information about your preferences, allowing us to customize the Platform according to your individual interests; and
- Speed up your searches.

We use the client feedback you provide in response to surveys you complete to improve the functionality of the Platform and ensure our expectations for product and service quality service are being met.

Disclosure of Information We Collect

We may disclose information that we collect or that you provide to us, including any Personal Information:

- To our subsidiaries and affiliates;
- To contractors, service providers and other third parties we use to support our business and who (1) need to know such information to support our permitted uses of information in accordance with this Policy, and (2) are bound by contractual obligations to keep Personal Information confidential and use it only for the purposes for which we disclose it to them;
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which information held by us about our Platform users is among the assets transferred and in any due diligence review with respect to any such proposed transaction;

- For any other purpose disclosed by us when you provide the information;
- For any other purpose with your consent;
- To comply with any court order, law or legal process, including to meet national security and law enforcement requirements and to responding to any government or regulatory request;
- To enforce our rights arising from any contracts entered into between you and us, and
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, the Platform's users or others, including exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Additional Uses and Disclosures of De-Identified / Aggregated Information

We may convert or combine Platform traffic data, raw data (e.g., taps, fidgets, steps) that is collected from a Revibe Device and/or demographic data that you provide into de-identified or aggregated data that does not disclose any Personal Information of any individual account holder or device user. We may use and disclose to third parties such de-identified or aggregated data for any lawful purpose and without restriction, such as::

- Conduct internal research and analysis to improve our Revibe devices and algorithms; and
- Share such information with third parties to advance research for ADD/ADHD and other conditions and drive advances in diagnosis and treatment.

Such de-identified or aggregated data does NOT include any Personal Information of any individual account holder or device user. We will not sell any Personal Information we collect or disclose any Personal Information we collect to third parties for their targeted advertising or marketing purposes.

Tracking

Tracking involves the use of cookies, web beacons, or other embedded code or tracking technologies to collect, analyze and store information on a user's behavior over time on multiple sites, including information on the sites visited, products viewed, products purchased and other online interactions. Tracking information can be used to enable companies to make interest-based (behavioral) advertising available to users on multiple sites that they visit.

We do not currently collect Personal Information about your online activities over time and across third-party sites for tracking purposes. We do not currently allow third parties to collect Personal Information on the Platform that could be used by them to analyze and store information about your online activities over time and across third-party sites for tracking purposes. Therefore, the Platform *DOES NOT* currently respond to any "Do Not Track" signals from your computer or mobile device, and if your computer or mobile device sends a "Do Not Track" signal to the Platform, the Platform *WILL NOT* treat you differently from users who do not send such signals.

Choices About How We Use and Disclose Your Information

You have certain choices regarding the Personal Information you provide to us.

We do not utilize tracking cookies, but do employ functional cookies for purposes of identity management and core application functionality.

If you do not wish for us to notify you about special promotional offers related to the Platform or other products and services offered by us, you can opt-out by simply clicking on the “Unsubscribe” or “Updating your e-mail preferences,” link in the most recent e-mail you received from us and follow the prompts that appear. For the e-mail opt-out to function across time, you must have your browser or mobile device set to accept cookies so the Platform can recognize you and your preferences. This opt out does not apply to information provided to you by e-mail as a result of a purchase made on the Platform (e.g., a transaction receipt for subscription fees), or as a result of a customer service request initiated by you.

Users Outside of the United States

Our Platform is hosted in the United States and our services are provided from the United States. It is possible that certain information will be stored on servers in multiple other countries on the “cloud” or other similar distributed hosting platforms. If you are a user accessing our Platform or services from the European Union, Asia or any other region with laws governing personal data collection, use and disclosure that differ from United States laws, please note that you are transferring your Personal Information outside your home jurisdiction, and that by providing your Personal Information to us, you are consenting to the transfer of your Personal Information to the United States and other jurisdictions as indicated above, and to our use and disclosure of your Personal Information in accordance with this Policy.

Your California Privacy Rights

If you are a California resident, you may obtain certain information regarding our disclosure of your Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to clinicalcustomersupport@pearson.com. Please note, however, that currently we do not disclose any of your Personal Information to third parties for their direct marketing purposes.

Accessing and Correcting Your Information

You can review and change certain portions of your Personal Information collected by logging into the Platform and visiting your account profile page.

You may also send us an email at clinicalcustomersupport@pearson.com to request access to any Personal Information that you have provided to us, or to correct or delete that Personal Information. We will evaluate such requests on a case-by-case basis. Please note, however, that we cannot delete certain portions of your Personal Information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

Children Under the Age of 13

In some instances, Revibe devices may be purchased by a parent or legal guardian directly as an individual direct consumer (as opposed to a school or other organization) for use by his or her child under the age of 13. In this situation, when linking the child's Revibe device to the account holder's Platform account, the account holder (the child's parent or legal guardian) may input in the Platform the information, including Personal Information, about his or her child that is described above with respect to Revibe device users (e.g., "Nickname" and demographic information). Additionally, the Revibe device may transmit to the Platform the information about the child that is described above with respect to Revibe device users (e.g., raw data on taps, fidgets and steps). Please see the section above titled "Information We Collect and How We Collect It" for a description of the types of information that may be collected about Revibe device users. Children under the age of 13 are not permitted to act as account holders, and therefore none of the information collected that is specific to account holders (as described above) will be collected with respect to children under the age of 13.

In this context, prior to collecting any Personal Information about your child, we will obtain your "verifiable parental consent" to such information collection. We currently obtain your "verifiable parental consent" in two ways:

- By requiring you to provide, prior to collecting any information about your child, your credit card, debit card or other payment information in connection with your payment of Platform subscription fees; and
- Following your acknowledgment and consent to our Parental Consent form, sending a message to the account holder's e-mail address (your e-mail address) with a unique link that must be clicked to indicate your "verifiable parental consent," and then sending an additional confirmation message to the account holder's e-mail address at a later time.

Our practices for using and disclosing Personal Information of Revibe device users under the age of 13 are the same as our practices for using and disclosing Personal Information of Revibe device users generally. Please see the sections above titled "How We Use Information We Collect," "Disclosure of Information We Collect," and "Additional Uses and Disclosures of De-Identified / Aggregated Information."

Revibe device users (including those Revibe device users who are under the age of 13) are not enabled to make any Personal Information publicly available via the Platform.

As a parent or legal guardian, you have certain rights to control the Personal Information we have collected with respect to your child. Upon your written request to us by e-mail at clinicalcustomersupport@pearson.com, and provided you have cooperated with us in our reasonable efforts to verify that you are the child's parent or legal guardian, we will provide the following to you:

- A description of the specific types or categories of Personal Information collected regarding your child;
- A means of accessing, reviewing and correcting any Personal Information collected from your child; and
- The opportunity at any time to refuse to permit our further use or future collection of Personal Information from your child, or to direct us to delete your child's Personal Information.

Please note that you may review, correct, refuse our further use or collection of, or request the deletion of the Personal Information of your child by following the procedures described above in the section titled "Accessing and Correcting Your Information." Please also note that the deletion of or the refusal to permit further use or collection of Personal Information of your child may hinder certain features or functionality of the Platform.

If the applicable Revibe device has been purchased by a school or other organization pursuant to our Revibe for Organizations Online Subscription Agreement, we collect Personal Information of and about such device users (including children under the age of 13) only for the use and benefit of the organization as authorized and described in our Revibe for Organizations Online Subscription Agreement, and for no other commercial purpose, and therefore we presume (after providing the organization with full notice of our collection, use and disclosure practices) that the organization's authorization for the collection of the child's information is based upon the organization having obtained the parent's or legal guardian's consent.

Data Security

We have established and will maintain reasonable measures to protect the confidentiality, security and integrity of Personal Information collected pursuant to this Policy and to secure Personal Information from accidental loss and from unauthorized access, use, alteration and disclosure. We will also take reasonable steps to disclose Personal Information only to service providers and other third parties who are capable of maintaining the confidentiality, security and integrity of such Personal Information, and who provide assurances that they will maintain the Personal Information in such a manner.

All information that you provide to us is stored on our servers behind firewalls. All payment information collected in connection with Platform subscription fees will be encrypted and transmitted securely using Secure Sockets Layer (SSL) technology to a reputable third-party payment processor for processing.

The safety and security of your information also depends on you. When we have given you (or when you have chosen) a password for access to certain parts of our Platform, you are responsible for keeping that password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information over the Internet is not completely secure. Although we have implemented security measures that we think are adequate, we cannot guarantee the security of your Personal Information transmitted to our Platform. Any transmission of Personal Information is at your own risk. We are not responsible for the circumvention of any privacy settings or security measures contained on the Platform.