

TERMS OF SERVICE

SurfScore, Inc. d/b/a Kodable Education (“Kodable,” “we,” “us,” or “our”) welcomes you. We invite you to access and use our online platform (the “Platform”), which is made available to you through our website located at <https://www.kodable.com> (the “Website”).

We provide Teachers and Parents (all as defined below) access to our Platform subject to the following Terms of Service. Please read these Terms of Service carefully. By clicking “I ACCEPT,” signing up for an account, or accessing the Platform, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Service and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Platform.

We may modify this Agreement from time to time in which case we will notify you of the changes (e.g., via the Platform or e-mail). Your continued use of the Platform after receiving notice will constitute your acceptance of the changes.

Capitalized terms not defined in these Terms of Service shall have the meaning set forth in our Privacy Policy.

1. DESCRIPTION AND USE OF THE PLATFORM

We provide Teachers and Parents access to the Platform as described below.

Administrators: Login is required for all Administrators. Administrators can create and manage their Teachers’ accounts and access the student accounts associated with those Teachers.

Teachers: Login is required for all Teachers. Teachers can: (a) create, access, manage, and update their own personal account; (b) create a class and add students to the class; (c) keep track of the students’ progress (track what students are learning, how many lessons they have completed, where they need help); and (d) access and use the curriculum provided by Kodable, including but not limited to, the basic programming concepts, lesson plans, and vocabulary and learning guides (collectively, “Kodable Curriculum”) for which they have subscribed.

Parents: Login is required for all Parents. Parents can: (a) create, access, manage, and update their own personal account; (b) add children to the account; (c) keep track of the child’s progress (track what the child is learning, how many lessons the child has completed, where the child needs help); and (d) access and use the Kodable Curriculum for which they have subscribed.

Kodable is under no obligation to accept any individual as a Teacher or Parent, and may accept or reject any registration in its sole and complete discretion. In addition, Kodable may deactivate any account at any time, including, without limitation, if it determines that a Teacher or Parent has violated these Terms of Service.

2. USE OF THE PLATFORM; RESTRICTIONS ON USE

Subject to the terms and conditions of this Agreement, Kodable hereby grants you a limited, non-exclusive, non-transferable, non sublicensable right to access and use the Platform for the duration of your subscription. You will not (and will not permit any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Platform; (ii) modify, adapt, translate, or reproduce the Platform; (iii) resell, distribute, or sublicense the Platform; make the Platform available on a “service bureau” basis, or otherwise authorize any third party to

use or access the Platform; (iv) remove or modify any proprietary marking or restrictive legends placed on the Platform; (v) use the Platform, or the Content in violation of any applicable laws or for any purpose not specifically permitted in this Agreement; or (vi) introduce into the Platform any virus, worm, “black door,” Trojan Horse, or similar harmful code. If you violate this section, we reserve the right in our sole discretion to immediately deny you access to the Platform, or any portion of thereof, without notice.

3. **GUIDELINES**

By accessing and/or using the Platform, you agree to comply with the following guidelines (the “Guidelines”):

- The Platform is available only for individuals aged 18 years or older. If you are under 18, please do not use the Platform. By access and using the Platform, you represent and warrant that you are at least 18. For the sake of clarity, there is no age restriction regarding the use of any Kodable games.
- You will comply with all applicable laws in your use of the Platform and will not use the Platform for any unlawful purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
 - discloses any sensitive information about another person, including that person’s e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password or data mining, or any other means;
- You will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Website for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will let us know about inappropriate content of which you become aware. If you find something that violates our Guidelines, please let us know, and we’ll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Platform without notice, and to remove any content that does not adhere to these Guidelines.

4. SIGN-IN NAME; PASSWORD

During the registration process for Teachers and Parents, we will ask you to create an account, which includes your name, an email address (“Sign-In Name”), and a password (“Password”). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Teacher or Parent. You are solely responsible for the confidentiality and use of your Sign-In Name, and Password, as well as for any use, misuse, or communications entered through the Platform using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name. We reserve the right to delete or change your Password, or Sign-In Name at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. Kodable will not be liable for any loss or damage caused by any unauthorized use of your account.

5. FEES; PAYMENT

If you elect to upgrade from a free account to a paid account, you agree to pay all the applicable fees made known to you (“Fees”). We may use a third party service provider (“Third Party Service Provider”) to process payment of such Fees. You warrant and represent that you are the valid owner or an authorized user, of the credit card you provide to process your payment, and that all information is accurate. We reserve the right to change any of the Fees that we charge, or to institute new or additional Fees, at any time upon notice to you. No refunds or credits for Subscription Charges or other fees or payments will be provided to the Client if the Client elects to downgrade the Platform plan. Downgrading the plan may cause loss of content, features, or capacity of the Platform as available to the Client under your account, and Kodable does not accept any liability for such loss.

6. SCHOOL SUBSCRIPTION LICENSES AND USAGE

A "Subscription License" refers specifically to our paid Premium or Premium+ subscriptions, which grant the right to use Kodable's paid features for a defined group of students at a single physical campus or site of an educational institution or organization. The use of Kodable's free version in schools is not subject to these Subscription License terms but remains governed by all other applicable sections of these Terms of Service.

Subscription License and Site Requirements: Customers must purchase separate Subscription Licenses for each distinct physical campus or site, even if these are part of the same educational institution or organization. Kodable reserves the right to determine what constitutes a separate physical campus or site requiring its own Subscription License. Factors may include, but are not limited to, geographic distance between locations, separate administration or management, and whether the locations operate as distinct units.

Online and Virtual School Usage: Customers using Kodable's paid features in an online or virtual school setting must purchase a Premium+ Subscription License and notify us in writing of their intended enrollment, unless the online program is administered from and exclusively serves students at a single physical campus already covered by a Premium Subscription License.

Subscription License Restrictions: Each Subscription License is specific to the physical campus or site for which it was purchased and may not be shared or transferred between campuses, sites, or settings without prior written consent from Kodable. Customers are responsible for ensuring they have the appropriate number and type of Subscription Licenses for their usage of Kodable's paid features across all their physical campuses or

sites. Failure to comply with these Subscription License terms may result in termination of paid services or additional fees.

Audits: Kodable reserves the right to audit customer usage to ensure compliance with these Subscription License terms. Customers agree to cooperate with any such audit and provide necessary information upon request, including details about their physical campuses or sites.

Subscription License Modifications: Kodable reserves the right to modify the terms of its Subscription Licensing structure upon notice to customers. Continued use of the paid services after such notice constitutes acceptance of the new terms.

Prohibition of Resale and Unauthorized Distribution: Subscription Licenses may not be resold, sublicensed, or distributed to third parties without explicit written permission from Kodable. This includes, but is not limited to:

1. Purchasing a single license for use by multiple unaffiliated educational institutions or organizations.
2. Using a single license to provide Kodable as curriculum or content for large-scale online education platforms or programs serving students beyond the scope of the licensed institution or organization.
3. Sharing access to Kodable's paid features with individuals or groups not covered by the purchased Subscription License.

Any use of Kodable's services that exceeds the scope of the purchased Subscription License or attempts to circumvent licensing requirements is strictly prohibited. Kodable reserves the right to terminate services and pursue legal action in cases of unauthorized distribution or misuse of its products.

Special Circumstances: Customers with unique organizational structures (including non-school organizations) or special circumstances that may affect licensing requirements are encouraged to contact Kodable for clarification. Kodable reserves the right to make final determinations on licensing requirements for such cases.

7. STUDENT CODE; CLASS CODE

If you are a Teacher, we will create a student profile and generate a student code for each student in your class (a “Student Code”). We will also create a class code for each of your classes (a “Class Code”). You should provide the Student Code and the Class Code only to the students in the respective classes. Students will log-in to the game provided by Kodable using the applicable Student Code and Class Code. You are solely responsible for the confidentiality and use of your Student Codes and Class Codes, as well as for their use, or misuse. You will promptly inform us of any need to deactivate a Student Code or a Class Code. Kodable will not be liable for any loss or damage caused by any unauthorized use of your Class Codes and/or Student Codes. We do not assign codes for Parents.

8. INTELLECTUAL PROPERTY

The Platform contains material, such as photographs, videos, software, text, graphics, images, sound recordings, Kodable Curriculum, and other material provided by or on behalf of Kodable (collectively referred to as the “Content”). The Content may be owned by us, or other third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement and the functionality of the Platform. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content. You

may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

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The trademarks, service marks, and logos of Kodable ("Kodable Trademarks") used and displayed on the Platform are registered and unregistered trademarks or service marks of Kodable. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the "ThirdParty Trademarks," and, collectively with Kodable Trademarks, the "Trademarks"). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Kodable Trademarks inures to our benefit.

Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

9. COMMUNICATIONS WITH US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

10. NO WARRANTIES; LIMITATION OF LIABILITY

THE PLATFORM, THE WEBSITE, AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. YOU AGREE THAT YOU USE THE WEBSITE, THE PLATFORM, AND THE CONTENT AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE, INABILITY TO USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF THE PLATFORM, THE WEBSITE, OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. EXTERNAL SITES

The Platform may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

12. REPRESENTATIONS; WARRANTIES; AND INDEMNIFICATION

(a) If you are a Teacher, you hereby represent, warrant, and covenant that:

- You are authorized by the school in which the student is enrolled or by the parent of the student to add the student to your class;
- You are authorized by the school in which the student is enrolled or by the parent of the student to permit Kodable to create a student profile on behalf of the student;
- You will not enroll your students using their full names and will use only first names, nicknames, or some other identifiers that do not constitute personal information under the Children’s Online Privacy and Protection Act (“COPPA”); and
- You have the authorization and permission from your school to use the Platform as part of your curriculum, and you represent and warrant that you are accepting this Agreement on behalf of your school.

(b) You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your access to, use or misuse of the Content, or the Platform, and (iii) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

13. COMPLIANCE WITH APPLICABLE LAWS

The Website and the Platform are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Website, the Platform, or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

14. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform, at any time and for any reason without prior notice or liability. We reserve

the right to change, suspend, or discontinue all or any part of the Platform at any time without prior notice or liability.

15. MISCELLANEOUS

This Agreement is governed by the internal substantive laws of the State of California, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the State of California. YOU AGREE THAT, UNLESS CONTRARY TO ANY APPLICABLE LAW, ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PLATFORM, THE WEBSITE, OR THIS AGREEMENT MUST BE COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “Communications with Us,” “No Warranties; Limitation of Liability,” “Representations; Warranties; and Indemnification,” “Termination of the Agreement,” and “Miscellaneous.”

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

You consent and agree that your clicking of the “I Accept” button constitutes your electronic signature, acceptance, and agreement under the United States federal E-SIGN legislation and that such electronic signature will meet the requirements of an original signature as if actually signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to the enforceability of your signature. At our request, any electronically signed document must be re-executed in original form by you. No party hereto may raise the use of an electronic signature as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Agreement.