

EARLY ACCESS PROGRAM CUSTOMER AGREEMENT

This Early Access Program Customer Agreement ("Agreement") is entered into as of the date of the last signature of a party affixed hereto ("Effective Date") by and between _____, an educational provider located at _____ ("Institution") and Merlyn Mind, Inc., located at 405 Lexington Avenue, Suite 3504, New York, NY 10174 ("Merlyn Mind"), acting through its duly appointed agent and UK reseller C-Learning Limited of 31, The Old Batch, Bradford-on-Avon, Wiltshire, BA15 1TL ("UK Reseller").

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR USE OF MERLYN MIND'S SOLUTION.

Introduction and Overview.

This Agreement governs Institution's deployment and use of the Merlyn Solution, including the technology commercially known as the "Symphony Classroom" and "Symphony Classroom AI Hub", for use in classroom instruction. Because the Merlyn Solution is capable of capturing and interpreting Voice Audio (as defined below), certain uses or deployment of the Merlyn Solution may require Consent or other Lawful Basis as a matter of applicable law.

This Agreement governs the use of Symphony Classroom AI Hubs and the Merlyn Solution procured by the Institution in connection with the Merlyn Mind Early Access Program. Subsequent procurements of additional or upgraded Symphony Classroom AI Hubs may be subject to additional or separate contract terms.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions.

"Authorized Use" means the conduct of Institution educational classes or related events at the Institution's site(s) by Enrolled Instructors with Participants in accordance with the Documentation and applicable law.

"Browser Extension" means a Merlyn Mind software application installed on an Instructor's Internet browser that facilitates connectivity among the Symphony Classroom AI Hub, the Desktop Application and the Remote Control Unit and enables Internet navigation and Content display in response to Voice Audio or the Remote.

"Changes" means modifications, deletions and/or additions to the terms of this Agreement.

"Confidential Information" means any business or technical information that a party discloses to the other party and designates as "confidential" or "proprietary" at the time of disclosure or that, given the nature or the information or the circumstances surrounding the disclosure, would reasonably be considered to be confidential. Merlyn Mind's Confidential Information includes the Services, features and other information relating to the Services and all feedback related to the Services. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully received by the receiving party from a third party, who has the right to provide such information without breach of a confidentiality obligation owed to the disclosing party.

"Consent" means legally informed, recognized and enforceable consent, approval and/or waiver, as the case may be, in form and substance required by applicable law.

"Content" means any copyrightable materials and/or educational materials and intellectual property therein in any format that Instructors or Participants create or obtain from third parties, and any derivative works of the foregoing.

"Content Rules" means the rules regarding the transmission, processing and display of Content by persons using the Merlyn

Solution hereunder, including the terms of this Agreement and the rules set forth in Section 5(B).

"Data Protection Legislation" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of Personal Information including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018 ("DPA"); (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) any binding guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended or replaced from time to time; and the terms "controller", "data subject", "processing" and "processor" shall have the meanings set out in the DPA.

"Desktop Application" means the Merlyn software application for installation on an Instructor Device that provides for interoperability of the Instructor Device with the Remote and Symphony Classroom AI Hub for use with the Merlyn Solution.

"Documentation" means Merlyn Mind's user manuals, handbooks, and guides relating to the Merlyn Solution provided by Merlyn Mind to Institution either electronically or in hard copy form.

"Enrollment" (and derivations thereof) means the completion by an Instructor of the process at the Merlyn Instructor Portal (or the IT Administrator Portal if Instructor is also the IT Administrator) for opening and maintaining a Merlyn Mind account, including accepting the Instructor Terms of Use and acknowledging the Merlyn Mind Privacy Policy.

"Functionality" means Full Functionality and Limited Functionality.

"Full Functionality" means functionality available by Pairing, including the receipt and processing by the Symphony Classroom AI Hub of Voice Audio (locally or in the cloud) and interoperation of the Merlyn Solution with Third Party Solutions via Instructor Devices to access, process, transmit and display Content,

"Institution" means the school or educational authority identified above as a party hereto.

"Institution Party" or "Institution Parties" means the Institution, Instructors and Participants, and any Institution employee, contractor and/or agent.

"Instructor" means an instructor, teacher, school official, representative, or agent employed by, working at the direction of, or under the control of the Institution or a school or educational authority under the control of the Institution, who is above the age of majority pursuant to applicable law. The Instructor is authorized by the IT Administrator to use and deploy the Merlyn Solution.

"Instructor Device" means a computer, tablet, smartphone, or other computing device authorized by the Institution and used or managed by Instructor.

"Instructor Terms of Use" means the terms of agreement for use of the Merlyn Solution and Pairing by Instructors.

"IT Administrator Portal" means a Merlyn Mind website that enables the IT Administrator to Register Symphony Classroom AI Hubs and identify Instructors who will be authorized to Enroll and Pair.

"IT Administrator" means the individual(s) specifically designated and authorized by the Institution to Register Instructors and Register and Onboard through the IT Administration Portal (i) the Symphony Classroom AI Hub or (ii) an Instructor.

"Lawful Basis", "Lawfully justified" (or derivations thereof as the context permits) means either Consent, or where the Merlyn Solution is being used in the United Kingdom, an alternative lawful basis under Article 6 of the UK GDPR.

"Limited Functionality" means the receipt and processing of Voice Audio or Remote actions by Symphony Classroom AI Hubs that are not Paired, including the access and display of limited information provided by Merlyn Mind or embedded in the Symphony Classroom AI Hubs.

"Merlyn Mind Materials" means (i) materials and other items subject to copyright and other copyrightable material relating

to Merlyn Mind’s offerings, including Documentation, and similar items from Merlyn Mind’s licensors and other third parties; (ii) Trademarks of various parties, including those of Merlyn Mind; (iii) Documentation; and (iv) any other forms of intellectual property of Merlyn Mind.

“Merlyn Mind Parties” means Merlyn Mind, Inc. and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns.

“Merlyn Solution” means the Symphony Classroom AI Hub, Desktop Application, Browser Extension, Remote, Merlyn Instructor Portal, IT Administration Portal and associated software and hardware and Updates made available by Merlyn Mind from time to time, which may include software and technology of Merlyn Mind’s third party licensors

“Merlyn Instructor Portal” means that website maintained by Merlyn Mind for the Enrollment of Instructors.

“Onboarding” (and derivations thereof) means the provisioning of duly Registered Symphony Classroom AI Hubs for Authorized Use by entering the settings for each Symphony Classroom AI Hub, connecting Remotes with the Symphony Classroom AI Hubs and connecting Symphony Classroom AI Hubs to the Internet in a classroom or facility on a campus controlled by the Institution.

“Pair” (and derivations thereof) means to connect the applicable Instructor Device to a Registered Symphony Classroom AI Hub by logging on to an Enrolled Instructor’s Merlyn Mind account, opening the Browser Extension and following the designated pairing process steps.

“Participant” means any person, including students, attending or present while the Merlyn Solution is used or deployed. “Participant” does not include an Instructor.

“Personal Information” means information that identifies or relates to a specific, natural person, as defined as personal information or personal data under applicable law, including Voice Audio.

“Registration” (and derivations thereof) means the completion of the registration process for each Institution Symphony Classroom AI Hub and Instructor, as the case may be, at the IT Administrator Portal using current, complete and accurate information to the extent requested by Merlyn Mind.

“Remote” means a Merlyn Mind handheld remote control that (i) contains push to talk voice technology for near field voice processing by the Symphony Classroom AI Hub and (ii) allows Instructors to control the Symphony Classroom AI Hub and Desktop Application with buttons or pointing functionality.

“Symphony Classroom AI Hub” means the Merlyn Mind physical device that includes far field microphones, speakers, and EdgeAI™ technology that connects to Instructor and classroom equipment and resources (such as monitors, laptops and projectors) and the Internet.

“Third Party Solutions” means third-party websites, technologies, software, hardware, solutions or systems that are not owned, controlled, made available or operated by Merlyn Mind as part of the Merlyn Solution but are compatible with and used by Instructors as part of Authorized Use.

“Trademarks” means trademarks, logos, trade names, trade dress, service marks, and trade identities.

“Term” means the term of this Agreement, as set forth in Section 9.

“Updates” means modifications, improvements, and enhancements to the Merlyn Solution made available by Merlyn Mind from time to time.

“Voice Audio” means spoken or audible speech, utterances, phrases, and sounds from or by a natural person within range of the Merlyn Solution.

2. Merlyn Solution and Merlyn Mind Materials, Ownership.

A. Merlyn Solution and Merlyn Mind Materials. Subject to Institution's compliance with the terms of this Agreement, Merlyn Mind hereby grants Institution a limited, nonexclusive, nontransferable license to use the Merlyn Solution and Merlyn Mind Materials, including any software and firmware that may be included within the Symphony Classroom AI Hub or Remote or otherwise made available by Merlyn Mind for download and use hereunder, and applicable Documentation, in each case solely for Authorized Use.

B. Modifications and Enhancements. Merlyn Mind may provide Institution with Updates at its discretion. For Updates that are not provided "over the air" for automatic installation, Institution agrees that it is responsible for ensuring that all Updates are downloaded and installed on each Symphony Classroom AI Hub and/or Instructor Device, as applicable, in a timely manner. All Updates are deemed to be part of the Merlyn Solution and subject to this Agreement.

C. Ownership. The Merlyn Solution and the Merlyn Mind Materials are owned or controlled by Merlyn Mind and its licensors and certain other third parties. All right, title, and interest in and to the Merlyn Mind Materials available via the Merlyn Solution is the property of Merlyn Mind or its licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, trade secret, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

D. Reservation of All Rights Not Granted as to Merlyn Mind Materials and Merlyn Solution. This Agreement includes only narrow, limited grants of rights to Merlyn Mind Materials and to use and access of the Merlyn Solution. No other right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise under common law or in equity. All rights not expressly granted to Institution are reserved by Merlyn Mind and its licensors and other third parties.

3. Authorized Use of the Merlyn Solution.

A. Authorized Use Only. The Merlyn Solution, once Registered and Onboarded, is authorized solely for Authorized Use and for no other purpose. Authorized Use may include Limited Functionality or, if Paired, Full Functionality. The Institution is responsible for ensuring that all use of the Merlyn Solution is an Authorized Use, and that such use is only in classrooms and facilities on a campus controlled by the Institution.

B. Documentation. Authorized Use of the Merlyn Solution must be in accordance with the Documentation.

4. Registration and Enrollment.

A. Symphony Classroom AI Hub Registration.

1. The Institution will designate an authorized and qualified employee as the IT Administrator for the purposes of Registering and Onboarding the Symphony Classroom AI Hubs. The IT Administrator will create an Institution account (that covers schools and educational authorities under its control) at the IT Administrator Portal.

2. The IT Administrator is required to accept the Instructor Terms of Use on behalf of herself/himself, and acknowledge Merlyn Mind's Privacy Policy on his/her own behalf.

3. The IT Administrator is required to Register Symphony Classroom AI Hubs at Merlyn Mind's IT Administrator Portal prior to any deployment or use of the Symphony Classroom AI Hubs by providing complete and accurate information requested by Merlyn Mind.

4. The IT Administrator is required to Register those Instructors who will be authorized to Pair and use Full Functionality on the Institution's Symphony Classroom AI Hubs. Merlyn Mind will provide access codes to such Registered Instructors for the purpose of allowing Instructors to Enroll and to Pair Instructor Devices with Symphony Classroom AI Hubs.

B. Symphony Classroom AI Hub Onboarding. The IT Administrator is required to complete Onboarding of each Symphony Classroom AI Hub prior to any Authorized Use, which may include setting local or cloud-based Voice Audio processing by the Merlyn Solution on certain versions of Symphony Classroom AI Hubs (or following Updates that provide such option).

C. Instructor Enrollment and Pairing.

1. Institution shall ensure that each Instructor individually completes the Enrollment process at the Merlyn Instructor Portal prior to any use of the Merlyn Solution.
2. Duly Enrolled Instructors or the IT Administrator, as the case may be, will download and install the Desktop Application and Browser Extension to Instructor Devices.
3. Enrolled Instructors wishing to use Full Functionality must Pair the Instructor Device with the Symphony Classroom AI Hub.

D. Updated Registrations and Enrollments. The Institution shall require the IT Administrator to immediately remove and delete Instructors from the Institution account who are no longer authorized to Pair and use Full Functionality (including in the event that such Instructor no longer is employed, associated or affiliated with the Institution) and notify Merlyn Mind within 2 business days of each removal and deletion.

5. Content and Feedback.

A. Content.

1. **General.** Institution agrees that it permits the Merlyn Solution to process, transmit and display Content. To the extent of Institution's rights, Institution grants Merlyn Mind a non-exclusive, perpetual, unlimited, worldwide, cost-free license to use, modify, and adapt Content, and created derivative works of the foregoing, to provide the Merlyn Solution to the Institution Parties, including Instructors and Participants.

2. **Responsibility for Content.** The Institution and/or Institution Parties, as the case may be, retain whatever right, title, and interest that they respectively have in the Content and remain ultimately responsible for it. Merlyn Mind makes no assurance regarding the integrity or retention of the Content. Merlyn Mind reserves the right at its sole discretion and without liability to the Institution Parties to delete, at any time and for any reason, any such Content, subject to and to the extent required by applicable law.

3. **Confidentiality of Content.** Personal Information that may be included in Content is processed in accordance with Section 8 hereof.

4. **Representations and Warranties Related to Content.** Institution represents and warrants that Institution has Lawful Justification to use any Content which depicts any individual or whose Personal Information is captured or processed by the Merlyn Solution, and that, as to such Content, (a) an Institution Party is the sole author and owner of the intellectual property and other rights to the Content, or has a lawful right to submit the Content and grant Merlyn Mind the rights to it as described above, without creating any obligation of or liability for Merlyn Mind; (b) the Content does not and, as to Merlyn Mind's permitted uses set forth in this Agreement, will not infringe any intellectual property or other right of any third party; and (c) the Content will not violate this Agreement (including the Content Rules below), or cause injury or harm to any person.

B. Content Rules. Use of the Merlyn Solution is subject to the Content rules set forth in the Instructor Terms of Use. Merlyn Mind may take any legally available action that it deems appropriate, in its sole discretion, with respect to Content that Merlyn Mind reasonably believes violates any Instructor Terms of Use. However, with respect to Content, Merlyn Mind is not obligated to take any action not required by applicable law.

C. Feedback. Institution hereby assigns to Merlyn Mind all right, title, and interest (including any intellectual property rights) in any feedback provided by an Institution Party to Merlyn Mind regarding Merlyn Mind's the Merlyn Solution, products and/or services (including any survey, reports, suggestions, improvements, enhancements, and/or feature requests).

6. Merlyn Solution and Merlyn Mind Materials Use Restrictions.

A. Institution Responsibility for Use.

1. Institution acknowledges and agrees that it has control of and full responsibility for use of the Merlyn Solution by its Instructors, Participants, and any other Institution Party and their compliance with this Agreement. For clarity, in the event Institution is a school board or other entity contracting on behalf of multiple schools or education authorities under its control, Institution shall procure and ensure, and remain fully responsible for, the full compliance with this Agreement by such schools and educational authorities and all other Institution Parties. Merlyn Mind has no control over and takes no responsibility or liability whatsoever for any use that is not Authorized Use.

2. Institution agrees to promptly notify Merlyn Mind of any unauthorized use of the Merlyn Solution and/or any material error or difficulty encountered in accessing or using the Merlyn Solution.

B. Risks from Symphony Classroom AI Hub Functionality. The Institution acknowledges and agrees that: (i) the Symphony Classroom AI Hub includes microphones and local processing technologies, and connects to the Internet; (ii) if activated and situated in certain deployments, the Symphony Classroom AI Hub is capable of receiving and processing sounds within range, which may include Voice Audio that is not intended or authorized to interact with or engage the Symphony Classroom AI Hub; (iii) unless the Symphony Classroom AI Hub is turned off, or has its microphones muted or disabled, both Limited Functionality and Full Functionality allow the Symphony Classroom AI Hub to receive Voice Audio and (iv) Institution Parties and others with access to the Symphony Classroom AI Hub may choose to use the Symphony Classroom AI Hub to access and display Content that is illegal or inappropriate via the Internet or a Paired Symphony Classroom AI Hub. The Institution is responsible for ensuring that Symphony Classroom AI Hubs are not used, operated or deployed in a manner that violates applicable law or this Agreement.

C. Passwords and Access Credentials. Institution is responsible for the security and confidentiality of the passwords and access credentials associated with the Merlyn Solution. Institution will not sell or transfer any of the foregoing to any other person or entity, and Institution shall ensure compliance by Institution Parties under its control. Institution will promptly notify Merlyn Mind about any known or suspected unauthorized access to Institution's or Institution Party's passwords or access credentials.

D. Physical Security and Muting of Symphony Classroom AI Hubs. Institution shall ensure that (i) Symphony Classroom AI Hubs are physically secure in a classroom or facility on a campus controlled by the Institution and kept with microphones muted or disabled when not in Authorized Use by an Instructor, and (ii) Remotes are secured when not in Authorized Use by an Instructor.

E. Merlyn Solution Restrictions. Institution agrees that the Institution Parties will not: (i) use the Merlyn Solution for any commercial purpose not related to the normal educational purposes of the Institution; (ii) engage in any activities through or in connection with the Merlyn Solution that seek to, attempt to, or do harm to any individuals or entities, or deceive or exercise undue influence on individuals for unlawful purposes, or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Merlyn Mind; (iii) subject to applicable law reverse engineer, decompile, disassemble, reverse assemble, or modify any Merlyn Solution source or object code or any software or other products, services, or processes accessible through any portion of the Merlyn Solution; (iv) engage in any activity that interferes with a user's access to the Merlyn Solution or the proper operation of the Merlyn Solution, or otherwise causes harm to the Merlyn Solution, Merlyn Mind Parties, or other users of the Merlyn Solution; (v) interfere with or circumvent any security feature of the Merlyn Solution or any feature that restricts or enforces limitations on use of or access to the Merlyn Solution, the Merlyn Mind Materials, or the Content; (vi) attempt to gain unauthorized access to the Merlyn Solution, other computer systems or networks connected to the Merlyn Solution, through password mining or any other means; or (vii) otherwise violate this Agreement.

F. Merlyn Mind Materials Use Restrictions. Institution agrees that, in using the Merlyn Solution, Institution Parties will not: (i) monitor, gather, copy, or distribute the Merlyn Mind Materials by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) frame or utilize framing techniques to enclose any such Merlyn Mind Materials (including any images, text, or page layout); (iii) remove or cover all Trademark, copyright, and other intellectual property notices contained in such Merlyn Mind Materials; (iv) use such Merlyn Mind Materials in a manner that suggests an unauthorized association with any of Merlyn Mind's or Merlyn Mind's licensors' products, services, or brands; (v) make any modifications to such Merlyn Mind Materials; (vi) use or exploit such Merlyn Mind Materials in any way for any purpose other than educational purposes or as specifically permitted by this Agreement; (vii) insert any code or product to manipulate such Merlyn Mind Materials in any way; (viii) access or use the Merlyn Solution in order to build or support, or assist a third party in building or supporting, products or services competitive to Merlyn Mind's products or services; and (ix) perform or disclose any benchmark or performance tests

of the Merlyn Solution, without Merlyn Mind's prior written consent.

G. Use Via Internet Connection. Use of the Merlyn Solution is available through Internet access and may require Third Party Solutions to enable such access. Institution agrees that it is solely responsible for these requirements, including any applicable changes, updates, and fees as well as the terms of agreement with mobile device and telecommunications providers.

7. Confidentiality.

Neither party shall use any Confidential Information disclosed by the other party (including for the avoidance of doubt, and where applicable, Content and Voice Data) except as explicitly set out in this Agreement (or, in the case of Merlyn Mind, Merlyn Mind's Privacy Policy) or as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement. Each party will employ all reasonable steps to protect all Confidential Information disclosed by the other party from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict either party from disclosing such Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party (if legally permitted) to allow the other party to contest such order or requirement; (ii) to its legal or financial advisors; (iii) as required under applicable securities regulations; and (iv) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

8. Data Protection

The parties shall each comply with the provisions of Annex One (Data Protection).

9. Term and Termination.

A. Term. The term of this Agreement begins on the Effective Date and expires on December 31, 2026, unless earlier terminated in accordance with this Agreement.

B. Extension Agreement. Following expiration or termination of this Agreement, the Institution may extend its access to, and Functionality of, the Merlyn Solution (including Symphony Classroom AI Hubs) governed by this Agreement by entering into an extension agreement with Merlyn Mind, which may be subject to additional or updated terms and fees.

C. Right to Suspend Use. Merlyn Mind may immediately suspend or terminate the availability of the Merlyn Solution and Merlyn Mind Materials (and any elements and features of them), in whole or in part, for any reason, in Merlyn Mind's sole discretion, and without advance notice or liability in the event that (i) Merlyn Mind discontinues offering the Merlyn Solution and Merlyn Mind Materials to all customers in the applicable jurisdiction, (ii) the Institution's continued use of the Merlyn Solution and Merlyn Mind Materials may result in a material data security or privacy risk or risk of non-compliance with applicable laws, or (iii) providing the Merlyn Solution, and/or providing interoperability of the Merlyn Solution with any given Third Party Solution, in accordance with this Agreement is reasonably likely to result in material business or legal harm to Merlyn Mind or is impracticable from a business or technical standpoint.

D. Termination Prior to the End of Term Expiration. In addition to any other express termination right set forth in this Agreement:

1. Institution may terminate this Agreement for any reason upon thirty (30) days' advance notice;
2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;
3. either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) is subject to (or schools under its control become subject to) compulsory directed closure or files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any

proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

4. either party may terminate this Agreement pursuant to Section 14 in accordance with its terms.

E. Effect of Termination. Upon any termination or expiration of the Term:

1. Functionality, services, support and maintenance of and access to the Merlyn Solution shall immediately cease, and the Merlyn Solution shall no longer be operable;
2. Institution shall immediately discontinue use of the Merlyn Solution, including Authorized Use;
3. Institution will not be entitled to any refund for any reason;
4. Institution is not obligated to return any Symphony Classroom AI Hub to Merlyn Mind; and
5. Merlyn Mind will delete the Institution's Registrations in the IT Administrator Portal and Instructor Enrollments in the Merlyn Instructor Portal and delete any associated Personal Information within such time limits as are prescribed by Data Protection Legislation unless Merlyn Mind is required by applicable law or legal obligation to retain such information. In such case, Merlyn Mind will continue to treat Personal Information in accordance with its Privacy Policy and this Agreement until such time as the Personal Information is deleted.

10. Third Party Solutions.

A. The Merlyn Solution links to or integrates with certain Third Party Solutions as part of Full Functionality. Institution is solely responsible for determining the Third Party Solutions its Instructors will use with the Merlyn Solution. Merlyn Mind may discontinue support of interoperability with any Third Party Solution at its convenience.

B. Merlyn Mind has no control over and does not endorse or sponsor Third Party Solutions, and Merlyn Mind does not assume any obligation to review any Third Party Solutions or any Content created by or provided through such Third Party Solutions, or the interoperability of Third Party Solutions with the Merlyn Solution elements provided by and proprietary to Merlyn Mind. Merlyn Mind will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third Party Solutions.

C. Any activities of Institution Parties in connection with any Third Party Solutions are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the relevant Third Party Solutions.

11. Governing Applicable Law and Dispute Resolution.

A. This Agreement and any disputes relating to it will be governed by the laws of England and Wales, without regard to principles of conflicts of laws.

B. If the Institution resides in the United Kingdom, disputes shall be solely adjudicated in the High Court of England and Wales located in London, England.

C. Before taking any other legal action regarding any claim that Institution may have in connection with this Agreement, Institution must first submit a complaint to legal@merlyn.org to enable Merlyn Mind to resolve the claim with Institution. If the parties fail to resolve the claim in this manner in a reasonable timetable, or if any other claim or dispute in connection with these terms arises, it shall be resolved in the exclusive jurisdiction and venue as specified above. Merlyn Mind may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction at any time.

12. Disclaimer Of Representations And Warranties.

A. The Documentation accompanying Symphony Classroom AI Hubs, Remotes and related accessories contains certain warranty provisions regarding such hardware, which set forth the warranty obligations of Merlyn Mind with respect thereto.

B. EXCEPTING THOSE EXPRESS WARRANTIES REGARDING SYMPHONY CLASSROOM AI HUBS, THE MERLYN SOLUTION IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, the Merlyn Parties hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to: (a) the Merlyn Solution (including the Merlyn Mind Materials and the Content); (b) the functions, features, or any other elements on, or made accessible through, the Merlyn Solution; (c) any Third Party Solutions or other products, services, or instructions offered or referenced at or linked through the Merlyn Solution; (d) security associated with the transmission of Content transmitted to Merlyn Mind or via the Merlyn Solution; (e) whether the Merlyn Solution or the servers that make the Merlyn Solution available are free from any harmful components; (f) whether the information (including any instructions) on the Merlyn Solution is accurate, complete, correct, adequate, useful, timely, or reliable or meet Institutions requirements or expectations; (g) whether any defects to or errors on the Merlyn Solution will be repaired or corrected; (h) whether access by any Institution Party to the Merlyn Solution will be uninterrupted; (i) whether the Merlyn Solution will be available at any particular time or location; and (j) whether use by any Institution Party of the Merlyn Solution is lawful in any particular jurisdiction.

C. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED IN THESE TERMS, MERLYN PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, CUSTOM, TRADE, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUSES. IN ADDITION, MERLYN MIND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES AND ACCESS TO THE MERLYN SOLUTION AT ANY TIME OR FROM ANY LOCATION; AND (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES.

D. THE MERLYN SOLUTION DOES NOT INCLUDE, AND MERLYN MIND ASSUMES NO RESPONSIBILITY FOR, ANY THIRD PARTY SOLUTION OR ITS OPERABILITY WITH THE MERLYN SOLUTION OR ITS USE IN CONJUNCTION WITH THE MERLYN SOLUTION OR ANY ELEMENT THEREOF.

E. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions’ laws are applicable.

13. Limitations Of Merlyn Mind’s Liability.

A. Under no circumstances will the Merlyn Parties be responsible for any indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to: (a) the Merlyn Solution (including the Merlyn Mind Materials and the Merlyn Content); (b) use of or inability to use the Merlyn Solution, or the performance of the Merlyn Solution; (c) any Content or Third Party Solutions, or their processing, integration or interoperability with the Merlyn Solution; (d) any action taken in connection with an investigation by Merlyn Parties or law enforcement authorities regarding Institution's access to or use of the Merlyn Solution; (e) any errors or omissions in the Merlyn Solution’s technical operation; (f) failure by Institution to obtain or maintain necessary Consents or (g) any violation of this Agreement or applicable law by an Institution Party.

B. The above limitations of liability will apply even if any of these or circumstances were foreseeable and even if Merlyn Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether Institution brings an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of God, telecommunications failure, or destruction of the Merlyn Solution). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply.

C. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN SECTIONS 13(A) AND 13(B) SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW, BUT MERLYN MIND DOES NOT EXCLUDE

LIABILITY FOR:

- 1. DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF MERLYN MIND, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS;**
- 2. FRAUD OR FRAUDULENT MISREPRESENTATION;**
- 3. ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW**

D. SUBJECT TO SECTION 12(C) ABOVE IN NO EVENT WILL MERLYN MIND'S TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER IN CONNECTION WITH THE AGREEMENT OR ANY COLLATERAL CONTRACT, EXCEED IN RESPECT OF ALL CLAIMS (CONNECTED OR UNCONNECTED) IN ANY CONSECUTIVE 12 (TWELVE) MONTH PERIOD, THE EQUIVALENT OF THE TOTAL FEES OR CHARGES PAID BY INSTITUTION IN THAT PERIOD FOR PROVISION OF THE MERLYN SOLUTION.

14. Agreement Changes.

The parties hereby agree that in the event of a change in applicable law that materially conflicts with the rights or obligations of a party hereunder, the parties will negotiate, in good faith and in a diligent and timely manner, reasonable and equitable changes to this Agreement to the extent necessary to resolve such conflict. If the parties are unable to reach agreement on appropriate amendments, either party may terminate this Agreement and the parties will take any necessary or appropriate post-termination actions in accordance with Section 9(E) hereof.

15. Indemnities.

A. Each party (the "**Indemnifier**") undertakes (at its own expense) to defend the other (the "**Indemnitee**") or, at its option, settle any claim or action brought against the Indemnitee alleging that:

1. In the case of Institution, the Content infringes the Intellectual Property Rights of a third party; and/or
2. In the case of Merlyn Mind, the possession or use of Merlyn Mind Materials and/or the Merlyn Solution (or any part thereof) in accordance with the terms and conditions of the Agreement infringes the Intellectual Property Rights of a third party

In either case "**a Claim**". The Indemnifier shall be responsible for any reasonable losses, damages, costs (including reasonable legal fees) and expenses incurred by or awarded against the Indemnitee as a result of or in connection with any such Claim. For the avoidance of doubt, this Section 15 shall not apply where the Claim in question is attributable to possession or use of the Merlyn Mind Materials and/or the Merlyn Solution (or any part thereof) by Institution other than in accordance with the terms of the Agreement, and/or use of the Merlyn Mind Materials and/or the Merlyn Solution in combination with any hardware or software not supplied or approved by Merlyn Mind if the infringement would have been avoided by the use of the Merlyn Mind Materials and/or the Merlyn Solution not so combined.

B. If any third party makes a Claim, or notifies an intention to make a Claim against the Indemnitee, Indemnifier's obligations under Section 15(A) are conditional on the Indemnitee:

1. as soon as reasonably practicable, giving written notice of the Claim to Indemnifier, specifying the nature of the Claim in reasonable detail;
2. not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Indemnifier (such consent not to be unreasonably conditioned, withheld or delayed); and
3. taking such action as Indemnifier may reasonably request to avoid, dispute, compromise or defend the Claim.

16. Institution Representations and Warranties.

A. Institution represents and warrants to Merlyn Mind that at all times during the Term:

1. Institution has all legal authority and rights, and has obtained and/or caused those schools or educational authority under the control of the Institution using the Merlyn Solution pursuant to this Agreement to obtain all necessary Consents, to: (i) deploy and use the Merlyn Solution in its classrooms and facilities on a campus controlled by the Institution; (ii) share, enable the provision of, or otherwise make available Instructor and Participant information, including Personal Information, and Content to Merlyn Mind in connection with Merlyn Solution and pursuant to the Agreement and (iii) permit Merlyn Mind to use Institution information and Instructor and Participant information, including Personal Information, and Content as described in this Agreement.
2. The provision of any Instructor or Participant information, including Personal Information, and Content to Merlyn Mind will not violate or infringe applicable laws or the rights of any third party.
3. To the extent required by applicable law, Institution has a duly executed data sharing agreement, data protection agreement, or such other equivalent agreement as required by applicable law, that is binding and in force and allows Authorized Use of the Merlyn Solution as contemplated by this Agreement.

B. The signatory executing this Agreement on behalf of the Institution represents that (i) he/she has read, understood, (ii) he/she agrees to be bound and to bind the Institution by this Agreement, and (iii) he/she has the authority to bind the Institution to this Agreement.

17. General Provisions.

A. Operation of Merlyn Solution; International Issues. Merlyn Mind controls and operates the Merlyn Solution from its U.S.-based offices in the U.S.A. If Institution uses the Merlyn Solution from outside of the U.S., Institution is doing so on its own initiative and is responsible for compliance with applicable local laws regarding online conduct and acceptable content, if and to the extent local laws apply. Merlyn Mind reserves the right to limit the availability of the Merlyn Solution and/or the provision of any content, program, product, service, or other feature described or available on the Merlyn Solution to any person, entity, geographic area, or jurisdiction, at any time and in Merlyn Mind's sole discretion, and to limit the quantities of any content, program, product, service, or other feature that Merlyn Mind provides. The parties hereto disclaim any application to this Agreement of the Convention on Contracts for the International Sale of Goods.

B. Export Controls. Software related to or made available by the Merlyn Solution may be subject to export controls, laws and regulations of the U.S.A., the European Union and the United Kingdom as such may be amended and updated from time to time ("**Export Control Laws**"). No software from the Merlyn Solution may be downloaded, exported, or re-exported into (or to a national or resident of) any country or other jurisdiction in contravention of such Export Control Laws and Institution agrees and warrants that it shall not export or re-export the software to any country, or to any person, entity, or end-user without first obtaining Merlyn Mind's express consent and subject in any event to such Export Control Laws.

C. Severability; Interpretation. If any provision of this Agreement is deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from this Agreement and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement (which will remain in full force and effect). To the extent permitted by applicable law, Institution agrees to waive, and Institution hereby waives, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in this Agreement, the word will be deemed to mean "including, without limitation."

D. Communications. Institution hereby consents to receive communications from Merlyn Mind electronically. Please note that Merlyn Mind is not obligated to respond to inquiries. Institution agrees that all agreements, notices, disclosures, and other communications that Merlyn Mind provides to Institution electronically satisfies any legal requirement that such communications be in writing.

E. Public Announcements. Except as required by applicable law, neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to the use of the Merlyn Solution by the Institution or otherwise use the other party's Trademarks without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

F. Investigations; Cooperation with Applicable Law Enforcement; Termination; Survival. Merlyn Mind reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Merlyn Solution security or its information technology networks, (ii) investigate any suspected breaches of this Agreement, (iii) involve and cooperate with law enforcement authorities in investigating any of the matters listed here, and (iv) prosecute violators of this Agreement. The provisions of this Agreement, which by their nature should survive suspension or termination of this Agreement will survive, including Sections 9, 11, 12, 13, 15, 16, and 17.

G. Anti-Bribery. Merlyn Mind warrants that:

1. it has in place such policies, procedures and systems as are necessary to ensure compliance with the UK Bribery Act 2010;
2. it is not aware of any fact, matter or circumstance which may be deemed a breach of the UK Bribery Act 2010; and
3. it will maintain in place all such policies, procedures and systems as are necessary to ensure compliance with the UK Bribery Act 2010 and to prevent a breach of such policies, procedures and systems

H. Exclusion of Third Party Rights. Unless expressly provided in this Agreement, no term of the Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

I. Entire Agreement. The Agreement (and the documents referred to in it) contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this licence or not) ("**Representation**") other than as expressly set out in the Agreement (and the documents referred to in it). Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract. Nothing in this Section shall limit or exclude any liability for fraud.

J. Assignment. Merlyn Mind may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by Institution, and Institution may not delegate your duties under them, without the prior written consent of an officer of Merlyn Mind.

K. No Waiver. Except as expressly set forth in this Agreement, (i) no failure or delay by a party in exercising any of such party's rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of this Agreement will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

L. This Agreement may be executed in any number of counterparts and by the parties in separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date last executed below.

INSTITUTION

**C-LEARNING LIMITED for and on behalf of
MERLYN MIND, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX ONE DATA PROTECTION

1. DEFINITIONS

For purposes of this Annex One, the following definitions apply. All other capitalised terms shall have the meaning assigned to such terms in this Agreement.

“Institution Personal Information” means Personal Information that relates to IT Administrators, Instructors or Participants which is provided or made available to Merlyn Mind in connection with this Agreement, and which is processed by Merlyn Mind in its capacity as a processor, as more particularly described in Schedule 1 of this Annex One.

“Merlyn Controller Personal Information” means Personal Information that relates to IT Administrators or Instructors which is provided or made available to Merlyn Mind in connection with this Agreement, and which is processed by Merlyn Mind in its capacity as a controller, as more particularly described in Schedule 2 of this Annex One (and as amended from time to time pursuant to Section 2.4 of this Annex One).

“Personal Information Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Institution Personal Information.

“Standard Contractual Clauses” means together the SCCs for Controller to Controller Transfers and the SCCs for Controller to Processor Transfers.

“SCCs for Controller to Controller Transfers” means the standard contractual clauses for the transfer of Personal Information to controllers established in third countries, which are contained in the annex to the “European Commission decision 2004/915/EC of 27 December 2004 on standard contractual clauses for the transfer of Personal Information to controllers established in third countries” in which the Institution is the Data Exporter and Merlyn Mind is the Data Importer as further set forth in Annex One: Schedule 2.

“SCCs for Controller to Processor Transfers” means the standard contractual clauses for the transfer of Personal Information to processors established in third countries, which are contained in the annex to the “European Commission decision 2010/87/EC of 5 February 2010 on standard contractual clauses for the transfer of Personal Information to processors established in third countries” in which the Institution is the Data Exporter and Merlyn Mind is the Data Importer as further set forth in Annex One: Schedule 1.

“Sub-processor” means a third-party processor that Merlyn Mind retains in connection with the provision of the Merlyn Solution pursuant to this Agreement, which may have access to or process Institution Personal Information on behalf of Merlyn Mind in its performance of services.

2. DATA PROCESSING

2.1 Processing of Institution Personal Information. The Parties agree and acknowledge that, for purposes of this Agreement, the Institution Personal Information consists of Personal Information for which the Institution is the controller and Merlyn Mind is the processor.

2.2 Processing on the Institution's instructions. The Parties shall comply with applicable Data Protection Legislation when processing Institution Personal Information. Merlyn Mind shall process Institution Personal Information only on behalf of and for the benefit of Institution and pursuant to documented instructions from Institution. The Parties expressly agree and stipulate that this Agreement shall constitute Institution's written instructions to Merlyn Mind. Any additional processing instructions must be mutually agreed to in writing by the Parties. Merlyn Mind will promptly inform Institution if, in Merlyn Mind's opinion, an instruction infringes applicable Data Protection Legislation. Each Party acknowledges that, where Merlyn Mind processes Institution Personal Information as a processor:

- a. the Institution has sole responsibility for establishing the Lawful Basis for processing Institution Personal Information under applicable Data Protection Legislation, and for providing all notices and Consents as may be required under Data Protection Legislation in order for Merlyn Mind to process Institution Personal Information as contemplated by this Agreement; and

- b. that Merlyn Mind is reliant on the Institution for direction as to the extent to which Merlyn Mind is entitled to use and process the Institution Personal Information.

Consequently, Merlyn Mind shall not be liable for any claim or action brought by a data subject or data protection authority arising from any action or omission by Merlyn Mind, to the extent that such action or omission resulted directly from Educational Institution's instructions.

2.3 Processing Pursuant to Legal Requirement. Notwithstanding section 2.2 (Controller Instructions), Merlyn Mind may process Institution Personal Information if required to do so by applicable United Kingdom law, in which case, Merlyn Mind will inform Institution of such legal requirement before processing unless otherwise prohibited by law.

2.4 Processing of Merlyn Controller Personal Information. The Parties agree and acknowledge that, for the purposes of this Agreement, the Merlyn Controller Personal Information consists of Personal Information for which Merlyn Mind is the controller. Merlyn Mind shall comply with applicable Data Protection Legislation when processing Merlyn Controller Personal Information. The Institution expressly acknowledges and agrees that Merlyn Mind may add to or otherwise vary the circumstances in which it processes Personal Information as a controller, provided that any such processing complies with applicable Data Protection Legislation.

3. SUB-PROCESSORS

3.1 Engagement of Sub-processors. Institution expressly acknowledges and agrees that Merlyn Mind may engage other Sub-processors in connection with the provision of the Merlyn Solution. Any Sub-processor will be permitted to process Institution Personal Information only as necessary to deliver the services for which Merlyn Mind has retained them, and such Sub-processors will be prohibited from processing Institution Personal Information for any other purpose. Subject to section 3.3 of this Annex One, such Sub-processors will provide services pursuant to a written agreement with Merlyn Mind containing substantially the same data protection obligations as set forth herein. Merlyn Mind shall be liable to the Institution for the acts and omissions of its Sub-processors to the same extent Merlyn Mind would be liable if performing the services of each Sub-processor directly under the Agreement, except as otherwise set forth in the Agreement or required by law.

3.2 List of Sub-processors. Upon Institution's request, Merlyn Mind will make available to Institution a current list of Sub-processors for the respective services with the identities of those Sub-processors.

3.3 Audit of Sub-processors. Institution acknowledges that Merlyn Mind's contractual rights to audit its Sub-processors' compliance with their data protection obligations in respect of Institution Personal Information may be more limited than the rights of audit granted to the Institution in respect of Merlyn Mind's processing of Institution Personal Information pursuant to Section 6.4 of this Annex One.

4. CONFIDENTIALITY

4.1 Confidentiality. Merlyn Mind will treat Institution Personal Information as confidential. Merlyn Mind will ensure that only its personnel who are required to access Institution Personal Information shall have access to it and such personnel engaged in the processing of Institution Personal Information shall be subject to written obligations of confidentiality or shall be under an appropriate statutory obligation of confidentiality.

5. SECURITY

5.1 Security Measures. Merlyn Mind will implement and maintain commercially reasonable technical and organisational measures to protect the security, confidentiality, integrity, and availability of Institution Personal Information, as set forth in further detail in Annex One: Schedule 3 to this Addendum.

5.2 Personal Information Breach Notification. Merlyn Mind will, without undue delay, notify the Institution of any Personal Information Breach. Merlyn Mind will provide commercially reasonable assistance to the Institution for the Institution's fulfilment of its legal obligations related to a Personal Information Breach. Initial notification(s) of Personal Information Breaches, if any, will be delivered to Merlyn Mind's existing business contact at the Institution by means as agreed to by the Parties. It is the Institution's sole responsibility to ensure it maintains accurate contact

information for purposes of such notification. Merlyn Mind shall not make any notification to any regulatory, supervisory or government body, or to any data subject about the Personal Information Breach without the Institution's prior written consent.

6. ASSISTANCE TO INSTITUTION

- 6.1 Data Subject Rights.** Where possible, and taking into account the nature of the processing, Merlyn Mind will provide commercially reasonable assistance to the Institution for the fulfillment of the Institution's obligation to respond to requests for exercising data subjects' rights in relation to Institution Personal Information pursuant to applicable Data Protection Legislation. Merlyn Mind shall not disclose the Institution Personal Information to any data subject, or to a third party, other than at the request of the Institution or as expressly provided for in this Annex.
- 6.2 Security and Data Protection Impact Assessments.** Merlyn Mind will provide commercially reasonable assistance to the Institution for the fulfillment of the Institution's obligations in respect of Institution Personal Information pursuant to applicable Data Protection Legislation relating to security of processing, Personal Information Breach notifications, and data protection impact assessments, as appropriate and feasible with respect to the nature of processing and information available to Merlyn Mind.
- 6.3 Communications with regulators.** Merlyn Mind shall notify the Institution as soon as reasonably practicable upon receiving any notice, complaint or communication from any regulatory, supervisory, or government body which relates to the processing of the Institution Personal Information and co-operate with and provide commercially reasonable assistance to the Institution in connection with such notice, complaint, or communication.
- 6.4 Compliance Reviews.** Merlyn Mind will make available to Institution relevant information necessary to demonstrate compliance with the obligations set forth in in this Annex One and applicable Data Protection Legislation as they relate to Institution Personal Information. Subject to section 3.3 of this Annex One, Merlyn Mind will provide assistance reasonably necessary in order to allow the Institution to conduct audits relating to Institution Personal Information as required by applicable Data Protection Legislation.
- a. Before the commencement of any such audit, the Parties shall mutually agree upon the scope, timing, and duration of the audit. The Parties shall work in good faith to schedule the audit at a time that is mutually beneficial, and so as to avoid unreasonable disruption Merlyn Mind's business operations. Audit access by any third-party representative of the Institution shall be subject to such representative agreeing to Merlyn Mind's reasonable confidentiality requirements in respect of the information obtained, and execution of a non-disclosure agreement upon Merlyn Mind's request, provided that all information obtained may be disclosed to the Institution as permitted by law.
 - b. The Institution's rights set forth in this section may be exercised only once per twelve month period unless otherwise mutually agreed to in writing by the Parties or expressly required by applicable Data Protection Legislation.

7. DATA TRANSFERS

- 7.1 Transfer Outside of UK.** The Institution expressly acknowledges that some or all of the services provided in connection with the Merlyn Solution may be provided and/or hosted outside of the UK, including in the United States. The Institution expressly consents to the transfer of Institution Personal Information to the United States for purposes of Merlyn Mind providing the services and performing its obligations under this Agreement. Such transfers will be conducted pursuant to this Annex and the Standard Contractual Clauses. In such case, the Standard Contractual Clauses are expressly incorporated herein by reference and shall form a part of this Addendum.
- 7.2** For purposes of the SCCs for Controller to Processor Transfers, the details for Appendix 1 to the SCCs for Controller to Processor Transfers are set forth in **Annex One: Schedule 1** to this Addendum, and the details for Appendix 2 to the SCCs for Controller to Processor Transfers are set forth in **Schedule 3** to this Addendum.
- 7.3** For the purposes of the SCCs for Controller to Controller Transfers, the details for Annex B to the SCCs for Controller to Controller Transfers are set forth in **Annex One: Schedule 2** to this Addendum.

7.4 The Standard Contractual Clauses will not apply to Institution Personal Information that is not transferred, either directly or via onward transfer, outside the UK, or to Institution Personal Information that is transferred outside the UK to a country that has been deemed to provide an adequate level of data protection pursuant to applicable Data Protection Legislation. In the event that the Standard Contractual Clauses are amended, replaced, or repealed by applicable data protection authorities or under applicable Data Protection Legislation, the Parties shall work together in good faith to enter into any updated version of the Standard Contractual Clauses or negotiate in good faith a solution to enable a transfer of Institution Personal Information to be conducted in compliance with applicable Data Protection Legislation, as applicable.

8. DISPOSAL OR RETURN OF INSTITUTION PERSONAL INFORMATION

8.1 Disposal or Return of Institution Personal Information. Unless otherwise required by law, Merlyn Mind will securely dispose of or return Institution Personal Information within a reasonable time period upon (i) expiration or termination of this Agreement, or (ii) Institution's lawful, written request, in a manner consistent with the functionality of the Merlyn Solution.

8.2 Certification. The Parties agree that the certification of deletion of Personal Information that is described in Clause 12(1) of the SCCs for Controller to Processor Transfers shall be provided by Merlyn Mind to the Institution upon the Institution's request and as permitted by law.

ANNEX ONE: SCHEDULE 1 – DESCRIPTION OF PROCESSING OF INSTITUTION PERSONAL INFORMATION

Subject-matter and Duration of Processing

Merlyn Mind will provide the Institution with access to the Merlyn Solution. Merlyn Mind, as processor, is authorised to process, on behalf of the Institution, as controller, the required Institution Personal Information for providing the services pursuant to this Agreement, as described further therein. The duration of processing includes the period for which a valid agreement is in place with Merlyn Mind unless otherwise permitted or required by law.

Categories of Data Subjects

- IT Administrators and Instructors (collectively referred to in this Annex One: Schedule 2 as "Institution Users")
- Participants

Categories of Personal Information

The categories of Institution Personal Information processed by Merlyn Mind, as processor, pursuant to this Agreement, are as follows:

Institution Users

- Voice Audio that is captured by the Merlyn Solution
- Transcripts of Voice Audio captured by the Merlyn Solution, and the Merlyn Solution's response to recognised commands
- Information from Institution Users' devices or browsers, or from other devices in the classroom that connect with the Merlyn Solution; including the:
 - device's IP address (including device location derived from the IP address)
 - device ID, browser type and machine model
 - length of time that the Merlyn Solution is powered on
 - type and number of the requests made of the Merlyn Solution
 - extended display identification data (EDID) of devices connecting to the Merlyn Solution
 - information about the commands provided to the Merlyn Solution (including browsing history, location and websites stored in the bookmarks or similar section of the browser when interacting with the Merlyn Solution).
- Information on the files within the Institution Users' drive that the Institution Users share with Merlyn Mind in order to respond to their commands and interactions with the Merlyn Solution. (Merlyn Mind does not store those files, and does not access such files except as necessary to provide the services and in accordance with the Institution Users' permissions and commands.)

Participants

- Student roster information
- Voice Audio that is captured by the Merlyn Solution
- Transcripts of Voice Audio captured by the Merlyn Solution, and the Merlyn Solution's response to recognised commands

Special Categories of Data

Merlyn Mind does not intend to process or transfer special categories of data pursuant to this Agreement.

Nature and Purpose of Processing

The nature and purpose of processing is to provide the Merlyn Solution, including transfer, storage, and such other processing activities that are specified by Merlyn Mind pursuant to this Agreement. In particular, Merlyn Mind processes Institution Personal Information for the purposes of providing and maintaining the Merlyn Solution, and providing customer support in respect of the Merlyn Solution, in accordance with its obligations under this Agreement.

ANNEX ONE: SCHEDULE 2 – MERLYN CONTROLLER PERSONAL INFORMATION

Data subjects

- IT Administrators and Instructors (collectively referred to in this Annex One: Schedule 2 as "Institution Users").

Purposes of processing and transfer(s)

- To administer and manage the accounts and account credentials of Institution Users.
- To communicate with Institution Users (other than for support purposes), such as to provide Institution Users with marketing materials or to request feedback or participation in surveys.
- To protect Merlyn Mind's rights, and to comply with Merlyn Mind's legal, regulatory and safety purposes.
- As required in the event of a reorganisation, merger, sale, assignment, bankruptcy or similar business change.

Categories of data

- First name and last name
- Email address
- Address
- Job title
- Phone number
- Username and password
- Information and feedback in connection with use of and experience with the Merlyn Solution (e.g. survey responses, information about participation in webinars etc.)

Sensitive data (if appropriate)

Merlyn Mind does not intend to process special categories of data in relation to IT Administrators or Instructors.

Contact points for data protection enquiries

Data importer (Merlyn Mind):

E-mail address:

privacy@merlyn.org

Postal address:

Merlyn Mind, Inc.
405 Lexington Avenue, Suite 3504
New York, NY 10174

Data exporter (Institution):

E-mail address:

Postal address:

ANNEX ONE: SCHEDULE 3 – DESCRIPTION OF SECURITY SAFEGUARDS

Merlyn Mind implements technical and organisational measures to protect the privacy, security, confidentiality, integrity, and availability of Institution Personal Information, including, but not limited to, maintaining a documented privacy notice with respect to Merlyn's processing of Institution Personal Information, limiting access to Institution Personal Information to authorized personnel, implementing controls to assess potential risks to Institution Personal Information, providing privacy training to Merlyn Mind's leadership, and deleting Institution Personal Information pursuant to defined retention periods.