

Addendum to TripleTen Terms of Use: Training Services Agreement

This Addendum (“Agreement”) is effective as of March 21, 2025 (the “Effective Date”) between EdTech Plus Inc. a Delaware corporation, operating at 10 State street, Newburyport, MA 01950 providing TripleTen Services (“We” or “TripleTen”) and You, the user of TripleTen Services (“You”). TripleTen and You are collectively referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, the Parties have entered a valid and enforceable agreement under TripleTen Terms of Use, which are unconditionally accepted by You and available at https://docs.TripleTen.com/legal/terms_of_use.html , and

WHEREAS, as a part of the training, You have requested and agreed to perform a real world project related to the area of your training (the “Project”), and

WHEREAS, TripleTen has agreed to provide the materials and services set forth in this Agreement to facilitate the Project;

NOW THEREFORE, the Parties agree as follows:

1. Services.

- 1.1. TripleTen agrees to provide and share certain material, information, and data (“Data”) with You solely to facilitate the Project, which is a real-world task in data analytics, data science, and data engineering, for the purposes of Your training, development of problem-solving skills and obtaining professional experience.
- 1.2. Upon completion of the Project, TripleTen shall provide You a feedback and professional reference concerning Your ability to work independently and efficiently on the Project, reflecting Your problem-solving skills, professional knowledge, strengths, and weaknesses.

2. Fees and Expenses.

- 2.1. The Parties agreed that, other than the applicable tuition fees payable for TripleTen Services under TripleTen Terms of Use, no fees or money compensation is to be charged by any Party in connection with this Agreement.
- 2.2. Unless otherwise agreed by the Parties in writing, none of the Parties shall reimburse any out-of-pocket expenses incurred in connection with performing the Project.

3. Cooperation of the Parties.

- 3.1. Each Party shall provide or make available to the other Party information, input or feedback that may be reasonably required to perform the Project. Notwithstanding the foregoing, You understand and agree to work on the Project independently and without regular supervision, guidelines, and instructions by TripleTen.

- 3.2. Unless otherwise agreed by the Parties, TripleTen does not provide any equipment, software or hardware required to perform the Project.

4. Use of Data.

- 4.1. You agree that the Data shall only be used for the purpose of Your training, performing the Project, and solely as contemplated by this Agreement. You have no right to reproduce, to use, to publish, to present or otherwise publicly release the Data, any derivative works, or to commercialize the Data or any components thereof. All rights in and to the Data are expressly reserved by TripleTen.
- 4.2. The Data shall be and remain anonymized. You are prohibited from reverse engineering or attempting to re-identify the Data. TripleTen will deliver or provide access to the Data in a manner or ways solely determined by TripleTen.
- 4.3. You will retain the Data in a secure data repository. With TripleTen's prior written consent to be provided, You may combine the Data with third-party materials, and/or add coding or other metadata to the Data, if mutually agreed in writing, to perform the Project.
- 4.4. You represent that:
 - (a) all Data shall only be used for legal purposes, solely as contemplated by this Agreement, and in compliance with all laws, statutes, ordinances, and regulations (including, without limitation, any data protection and privacy laws); and
 - (b) You will use commercially reasonable encryption methods during real-time transfer of Data.

5. Intellectual Property.

- 5.1. By providing the Data access to You, TripleTen does not transfer any ownership right or interest, including but not limited to any copyright, trademark, patent, or data ownership rights, in the Data or components thereof, to You, or any third person. You understand and agree that TripleTen is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials and Data provided to You, and all Intellectual Property Rights therein, including any derivative works and Deliverables created by You within the Project. You have no right or license to use TripleTen's trademarks, service marks, trade names, logos, symbols, or brand names.
- 5.2. You hereby irrevocably assign to TripleTen, for consideration provided by this Agreement and for no additional money consideration, Your entire right, title, and interest throughout the world in and to all results of use of the Data, if any created as a result of performing the Project, including derivative works created under this Agreement and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of use of the Data in connection with the Project or this Agreement (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets, know-how, and other confidential or proprietary information, and other intellectual

property rights (collectively, “Intellectual Property Rights”) therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

- 5.3. To the extent that any of Your pre-existing materials are incorporated in or combined with any Deliverable or otherwise necessary for the use or exploitation of any Deliverables, You hereby grant to TripleTen an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof.
- 5.4. TripleTen may assign, transfer, and sublicense such rights in and to all Deliverables and Intellectual Property Rights, including pre-existing materials, to others without Your approval.
- 5.5. You represent and warrant to TripleTen that:
 - (a) TripleTen will receive a good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind; and
 - (b) all Deliverables are and shall be Your original work (except for material in the public domain or provided by TripleTen) and do not and will not violate or infringe upon the intellectual property right or any other right of any person or entity; and
 - (c) To the extent any copyrights are assigned under this Agreement, You irrevocably waive in favor of TripleTen, to the extent permitted by applicable law, any and all claims You may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as “moral rights” in relation to all Deliverables or pre-existing materials to which the assigned copyrights apply.

6. Confidentiality.

- 6.1. You acknowledge that you will have access to information that is treated as confidential and proprietary by TripleTen, including, without limitation the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of TripleTen, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “Confidential Information”). Confidential Information shall not include information that: (i) is or becomes generally available to the public other than through your breach of this Agreement; or (ii) is communicated to You by a third party that had no confidentiality obligations with respect to such information.
- 6.2. You agree to treat all Confidential Information as strictly confidential, and, unless permitted under this Agreement, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of TripleTen, and not to use any Confidential Information for any reason except as required to perform the Project.

- 6.3. You shall notify TripleTen immediately in the event You become aware of any loss or unauthorized disclosure of any Confidential Information.
- 6.4. Unless permitted under this Agreement, You shall not disclose to any third party the nature or details of any inventions or processes created within the Project without the prior written consent of TripleTen.

TripleTen provides its consent to disclose to the third parties the following Deliverables and/or Confidential Information, solely for the purposes of obtaining employment or job promotion (the “purposes”) and in the amount fairly necessary for the purposes, including disclosure in Your resume, CV, personal website, portfolio, LinkedIn profile, GitHub repository, job interviews, and applications for employment:

- general description of the Project, problems solved, and tasks performed by You within the Project;
- the source code of the Deliverables You created as a part of the Project.

- 6.5. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

7. Warranties and Representations.

- 7.1. You warrant and represent that

- (a) Unless You are permitted to work in a group by TripleTen, You will perform the Project personally, independently and in accordance with the terms of this Agreement. You will not engage in any dishonest or improper conduct to improve your performance of the Project.
- (b) You will not violate any applicable law, rule, regulation or judicial order, or violate any contractual obligation or confidential relationship which You may have with any third party.
- (c) Unless otherwise permitted under this Agreement, You will not share Data, any Deliverables, or Work Product with others who are not involved in the performance of the Project.

- 7.2. TripleTen warrants and represents that

- (a) any Data TripleTen may supply You with respect to the Project have been obtained lawfully and will not violate any proprietary rights of third parties including, without limitation, patents, copyrights, or trade secrets of third parties.

- 7.3. UNLESS OTHERWISE EXPLICITLY STATED IN THIS CHAPTER, AND TO THE FULLEST EXTENT PERMITTED BY LAW, TRIPLETEN DISCLAIMS ALL

EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS RELATED TO DATA OR SERVICES UNDER THIS AGREEMENT. TRIPLETEN EXPLICITLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE DATA OR SERVICES ARE ERROR-FREE OR ACCURATE IN ALL RESPECTS, AND PROVIDES THE DATA AND SERVICES “AS IS.” YOU AGREE THAT TRIPLETEN HAS NO LIABILITY TO YOU RELATING TO OR RESULTING FROM USE OF THE DATA OR SERVICES OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

8. Indemnification.

- 8.1. Without limitation of the indemnity provisions of TripleTen Terms of Use, You agree to indemnify, defend and hold harmless TripleTen, its subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that they may incur as a result of or arising from: (a) any Deliverables or any materials, data, content you submit, post or transmit to TripleTen within the Project; (b) your violation of this Agreement; (c) your violation of law or any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity in Deliverables or any materials, data, content you submit, post or transmit to TripleTen within the Project. TripleTen reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with TripleTen in asserting any available defenses.

9. Limitation of Liability.

- 9.1. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL TRIPLETEN OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OF DATA, PERFORMING THE PROJECT, OR OTHERWISE ARISING OUT OF THIS AGREEMENT.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL TRIPLETEN'S LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU TO TRIPLETEN FOR THE TRIPLETEN SERVICE.

10. Termination

- 10.1. This Agreement shall terminate upon the completion of the Project and transfer Data and the Deliverables to TripleTen in exchange for professional references and feedback as set forth in the paragraph 1.2.

- 10.2. Either Party may terminate this Agreement at any time with or without reason by providing a written notice of termination, which shall be effective immediately.
- 10.3. Upon termination, You shall within five (5) days following such termination:
 - (a) deliver to TripleTen all Data and Deliverables (whether complete or incomplete);
 - (b) deliver to TripleTen all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Data;
 - (c) permanently erase all of the Data under Your control;
 - (d) at TripleTen's request, certify in writing to TripleTen that You have complied with the requirements of this clause.

11. Relationship of the Parties.

- 11.1. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment, agency, partnership, or joint venture between the Parties or between one Party and the other Party's employees or agents.

12. Choice of Law. Arbitration.

- 12.1. Parties agreed that the Choice of Law, Arbitration Provision, and Dispute Resolution procedures of the TripleTen Terms of Use shall apply to all controversies, claims, or disputes arising out of or related to this Agreement or the interpretation, performance, or breach of it.
- 12.3. YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS MUST BE ASSERTED INDIVIDUALLY.

13. Assignment.

- 13.1. You may not assign this Agreement, either in whole or part, without the express written consent of TripleTen. Any assignment without such consent shall be null and void. TripleTen may, in its sole and absolute discretion, to mortgage, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or liabilities under this Agreement to its affiliates, without Your consent.

14. Severability.

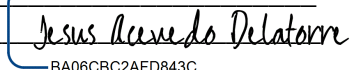
- 14.1. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

15. This Agreement and TripleTen Terms of Use.

15.1. This Agreement is to supplement the TripleTen Terms of Use, and shall be an integral part of the TripleTen Terms of Use. Unless otherwise set forth in this Agreement, TripleTen Terms of Use will govern the relationships of the Parties. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

You:

Name: Jesus Aguedo Delatorre

Signature: 

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EdTech Plus, Inc. ("TripleTen"):

Name: Daria Borisenko-Orlowski

Title: CEO

Signature: _____

SCHEDULE 1

Data Security Requirements

YOU acknowledge that YOU are fully responsible for the confidentiality and security of the Data in YOUR possession, custody or control and shall indemnify, defend and hold TripleTen harmless from any suspected or actual breach or other compromise of the Data while in YOUR possession, custody or control, which indemnity obligations shall, include, without limitation, direct payment or reimbursement of costs and related to:

- (i) investigation, including forensic computer services or assistance,
- (ii) notification to individuals and governmental authorities, and
- (iii) credit monitoring or restoration.

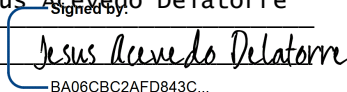
YOU shall: (a) install and maintain industry-standard data security measures for YOUR computer and other networked systems; and (b) implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect all confidential information obtained from TripleTen, including Data, from unauthorized access, destruction, use, modification, or disclosure.

If YOU discover that an unauthorized access, use, copying, alteration, transfer, or other violation, compromise, breach or attempted breach of security involving or related to any Data or other confidential or personal information has occurred ("Security Incident"), YOU will:

- (i) within one (1) hour give detailed oral and written notice to TripleTen thereof;
- (ii) use continuous, commercially reasonable efforts to correct the problem;
- (iii) document the Security Incident in a detailed incident response log and provide such log upon request by TripleTen;
- (iv) comply and cooperate with all commercially reasonable requests made by TripleTen to assist TripleTen in complying with all applicable laws. In the event of any Security Incident, TripleTen may immediately conduct a security assessment and/or terminate the Agreement immediately upon notice, without liability to YOU;
- (v) comply and cooperate with any commercially reasonable requests made by TripleTen to help TripleTen protect its confidential information and reduce its potential liability.

You:

Name: Jesus Acevedo Delatorre

Signature: 
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EdTech Plus, Inc. ("TripleTen"):

Name: Daria Borisenko-Orlowski

Title: CEO

Signature: _____