

## **SCHOOL GUARDIAN TERMS OF USE**

THESE TERMS OF USE (THE “AGREEMENT”) SET OUT THE TERMS AND CONDITIONS ON WHICH YOU MAY ACCESS AND USE THE SERVICE (THE “SERVICE”). THIS IS A LEGAL AGREEMENT BETWEEN YOU (A PERSON, ENTITY OR GOVERNMENT ORGANIZATION, REFERRED TO AS “YOU” OR “YOUR”) AND SCHOOL GUARDIAN, INC AT 222 W MERCHANDISE MART PLAZA #1212, CHICAGO, IL 60654, UNITED STATES.

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE THE SERVICE.

1. Subscription. You may subscribe to the Service by executing an order form issued by SCHOOL GUARDIAN or its authorized distributor (the “Order Form”). You are responsible for providing accurate, current and complete information when activating your subscription, and for maintaining the confidentiality of your logon ID and password. If you become aware of any unauthorized use of your subscription or account information, you will notify SCHOOL GUARDIAN immediately.

2. Free Trial. If you are provided with a free trial to the Service, you may use the Service on a trial basis without charge until the earlier of: (a) the end of the free trial period provided to you; or (b) the start date of your purchased subscription to the Service. ANY CONTENT AND DATA YOU UPLOAD OR ENTER INTO THE SERVICE DURING A FREE TRIAL MAY BE PERMANENTLY LOST UNLESS, PRIOR TO THE END OF THE TRIAL PERIOD, YOU PURCHASE A SUBSCRIPTION TO THE SERVICE OR YOU EXPORT SUCH CONTENT AND DATA. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, DURING A FREE TRIAL, THE SERVICES ARE PROVIDED “AS-IS” WITHOUT WARRANTY OR INDEMNITY.

3. Provision of the Service. Once you have subscribed to the Service, SCHOOL GUARDIAN will make the Service available to you for the subscription plan and term you have purchased as set out in the Order Form. Purchased subscriptions include customer support for the Service by email at no additional charge. SCHOOL GUARDIAN will use commercially reasonable efforts to ensure that the Service is available in accordance with the service levels set out in the attached SCHOOL GUARDIAN Service Level Agreement; however, SCHOOL GUARDIAN is not responsible for any unavailability of the Service caused by circumstances beyond SCHOOL GUARDIAN’s reasonable control, including, but not limited to, external forces affecting the reliability of the internet, computer systems or other devices or mediums through which you access the Service.

4. Users. The Service may be accessed and used by up to the maximum number of individual users for which you have paid fees. A user's ID and password may not be shared with any other individual; however, you may replace a user with another individual from within your organization provided that the total number of users does not exceed the number of users for which you have paid fees. If you exceed, or wish to increase, the number of users using the Service, additional fees will apply.

5. User Conduct. You are responsible and liable for all activity occurring under your account and all acts and omissions of your users, and for the content of, and any harm resulting from, any of their postings or submissions to the Service. You represent and warrant that you will not: (a) use any robot, spider, scraper, deep link or other automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor any portion of the Service; (b) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service web site other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Internet Explorer); (c) attempt to post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or (d) attempt to decipher, decompile, disassemble, or reverse-engineer the Service and any of the software comprising or in any way making up a part of the Service.

6. Customer Data. For purposes of this Agreement, "Customer Data" means any data, information or other material (proprietary, copyrighted or otherwise) which is uploaded, entered, created or otherwise provided by you in the course of using the Service, including, but not limited to, any third party data obtained by you. You are solely responsible for lawfully obtaining all Customer Data, and for the accuracy, quality, integrity, completeness, legality, reliability, appropriateness and intellectual property ownership of or right to use all Customer Data. You represent and warrant that you are in compliance with and will comply with all applicable privacy and data protection laws and regulations with respect to any Customers Data uploaded or submitted to the Service and with respect to your use of the Service. You will indemnify, defend and hold SCHOOL GUARDIAN harmless from any claims, losses and causes of action arising out of or related to your breach of this Section.

7. Use of Customer Data. You retain ownership and control of all Customer Data. SCHOOL GUARDIAN will not: (a) modify Customer Data, (b) disclose Customer Data, except as expressly permitted in this Agreement or by you in writing; or (c) access Customer Data, except to provide the Service and to prevent or address service or technical problems, or at your request in connection with customer support matters. SCHOOL GUARDIAN will not, and will have no obligation to, maintain any Customer Data uploaded and used by you in connection with the Service. Provided that SCHOOL GUARDIAN complies with its obligations under this Agreement, SCHOOL GUARDIAN is not responsible or liable for the deletion, correction, damage, loss of or failure to store any Customer Data.

8. Protection of Customer Data. SCHOOL GUARDIAN has implemented and will maintain commercially reasonable technical and organizational safeguards to prevent the unauthorized access, use or disclosure of Customer Data submitted to the Service, including the implementation of industry-standard measures designed to maintain the security of such data. You acknowledge however, that, given the nature of the internet, SCHOOL GUARDIAN cannot guarantee the security of such data. You will take reasonable security precautions in connection with your use of the Service and your collection, use and submission of Customer Data to the Service. You will protect the confidentiality of all usernames, passwords, and other information you use to access the Service and will change your passwords periodically.

9. Fees. You will pay the applicable fees for the subscription plan you have purchased. All fees are due within 30 days of invoice and, except as otherwise specified herein, are non-cancelable and non-refundable. If any fees are more than 30 days overdue, SCHOOL GUARDIAN may, without limiting its other rights and remedies, suspend your access to and use of the Service until such amounts are paid in full. SCHOOL GUARDIAN will give you at least 7 days prior notice that your account is overdue before suspending the Service and will not exercise such right if you are disputing the applicable charges reasonably and in good faith and you are cooperating diligently to resolve the dispute.

10. Intellectual Property and Restrictions. SCHOOL GUARDIAN reserves all right, title and interest in and to the Service, including all related intellectual property rights not expressly granted in this Agreement. You will not: (a) reverse-engineer or otherwise attempt to derive source code from the Service; (b) lease, rent, loan, sell or distribute the Service to a third party (including, using the Service on a time-sharing basis, for service bureau purposes, or for the provision of a fee generating service directly or indirectly to third parties); (c) assign this Agreement, transfer your rights to a third party or sub-license any or all of your rights under this Agreement, except as provided in Section 26 (Assignment); (d) distribute, reprint or reproduce any content from the Service without SCHOOL GUARDIAN's prior written consent, except as permitted by the Service; (e) combine the Service with any software (including open source software), where the combined product is subject to the GNU General Public License or any other license that requires the combined program or the Service and its source code to be made freely available; or (f) use the Service in any manner that violates any applicable law or regulation, including without limitation, any third party copyright or other intellectual property or proprietary right.

11. Confidentiality. By virtue of the Service, each party may have access to information that is confidential to one another, including, but not limited to, the Service itself, Customer Data, the terms and pricing of your subscription plan, all information clearly identified as confidential, and information which, given its nature or the circumstances surrounding its disclosure, should reasonably be considered to be confidential ("Confidential Information"). A party's Confidential Information will not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing

party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party without the use or benefit of the other party's Confidential Information. The parties each agree to hold each other's Confidential Information in confidence during the term of your subscription to the Service and for a period of two years after termination. Neither party will disclose the other party's Confidential Information to any third party or use the other party's Confidential Information for any purpose other than for the purposes of this Agreement, except as may be required by law or valid government or court order, subject to the receiving party notifying the disclosing party of any such legal requirement or order prior to any disclosure of Confidential Information. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement. You will not disclose the results of any benchmark tests of the Service to any third party without SCHOOL GUARDIAN's prior written approval.

12. Compliance with Laws. Each party will comply with applicable privacy and data protection laws and its own data security policies in connection with your use of the Service.

13. Term. This Agreement is effective during the subscription term. Unless otherwise provided in the Order Form, your subscription to the Service will renew automatically at the end of each subscription term unless either: (a) you provide SCHOOL GUARDIAN with notice of non-renewal at least thirty (30) days before the end of the then-current subscription term, or (b) SCHOOL GUARDIAN provides you with notice of non-renewal at least ninety (90) days before the end of the then-current subscription term.

14. Termination for Convenience. Either party may terminate this Agreement and subscription to the Service at any time for convenience by providing sixty (60) days advance written notice to the other party; however, there are no refunds of fees paid in advance and you will remain liable for any unpaid subscription fees for the remaining unexpired subscription term.

15. Termination for Cause. Either party may terminate this Agreement and your subscription to the Service immediately if the other party is in material breach of any provision of this Agreement (which includes, but is not limited to, failure to pay the required fees for the Service) and has not cured such breach within thirty (30) days of the provision of notice of such material breach. The provisions of Sections 6, 11, 16, 18, 19, 20, 21, 22 and 23, and the obligations of the parties pursuant to such provisions will survive the termination of this Agreement.

16. Effect of Termination. Upon termination of your subscription, you are responsible for removing all Customer Data from the Service. SCHOOL GUARDIAN will retain your Customer Data in the Service for a period of thirty (30) days after termination to facilitate such removal.

17. Warranty. SCHOOL GUARDIAN warrants that the Service will perform substantially in compliance with the functional specifications set out in the user documentation for the Service, provided that you administer, access and use the Service in accordance with such

user documentation. SCHOOL GUARDIAN does not warrant that use of the Service will be uninterrupted or error-free. If the Service fails to operate as warranted in this Section, and you notify SCHOOL GUARDIAN in writing of the nature of the non-compliance, SCHOOL GUARDIAN will make commercially reasonable efforts to promptly remedy such non-compliance without charge. If, after a reasonable opportunity, SCHOOL GUARDIAN does not remedy the non-compliance, you may terminate the Service and receive a refund of any prepaid, unused Service fees for the remaining subscription term following the date of your notice. The foregoing provides your sole and exclusive remedy for breach of warranty.

18. Infringement Indemnity. SCHOOL GUARDIAN agrees to defend any claim made against you which asserts that the Service, when used in accordance with this Agreement, infringes a patent, copyright or registered trademark of a third party in Brazil and will indemnify you from actual damages and costs (including reasonable legal fees) awarded against you, or settlement amount agreed to be paid in settlement of such claim, provided that: (a) you give SCHOOL GUARDIAN prompt notice of the claim; (b) SCHOOL GUARDIAN has sole control of the defense and all negotiations for its settlement or compromise (provided this does not require an admission of guilt or liability by you); and (c) you provide reasonable assistance to SCHOOL GUARDIAN, at SCHOOL GUARDIAN's expense. SCHOOL GUARDIAN will have no obligation to you to the extent the infringement claim is based on or relates to your misuse or misappropriation of any Customer Data. Upon notice of an infringement claim, or if in SCHOOL GUARDIAN's opinion such a claim is likely, SCHOOL GUARDIAN has the right, at its option and expense, to either: (a) procure the right for you to continue using the Service; or (b) replace or modify the Service so that it provides substantially the same, or greater, functionality and performance as the infringing Service, but is no longer subject to a claim of infringement. If, in SCHOOL GUARDIAN's opinion, neither of the above options is commercially reasonable in the circumstances, SCHOOL GUARDIAN may terminate your subscription to the Service upon thirty (30) days written notice to you, and will refund any prepaid, unused Service fees for the remainder of the current subscription term. This Section comprises SCHOOL GUARDIAN's entire obligation and liability with respect to the infringement of the intellectual property and proprietary rights of others.

19. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, THE SERVICE IS PROVIDED "AS-IS" AND IS NOT WARRANTED TO BE ERROR-FREE, AND YOU ACCEPT THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, RELIABILITY, ACCURACY AND RESULTS OF USE OF THE SERVICE. EXCEPT AS OTHERWISE RESTRICTED BY LAW, SCHOOL GUARDIAN AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR QUALITY.

20. Mutual Limitation of Liability. NEITHER PARTY, NOR ITS RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND

AGENTS WILL BE LIABLE TO THE OTHER PARTY FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY DAMAGES OF ANY KIND WITH AN AGGREGATE VALUE GREATER THAN THE FEES PAID AND/OR PAYABLE BY YOU (UP TO THE MAXIMUM OF TWELVE MONTHS) FOR THE SERVICE. This limitation of liability will not apply to: (a) a party's indemnification obligations under this Agreement, (b) a party's violation of the intellectual property rights of the other party, or (c) any gross negligence or willful misconduct of a party.

21. Notices. Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing, and be delivered to SCHOOL GUARDIAN at the address stated on the first page of this Agreement (Attention: Legal Department) and to you at the address provided on the Order Form. Either party may, from time to time, change their address for notice by providing written notice of the change to the other party. The delivery of notice will be by personal delivery, courier, registered mail or confirmed email (except that e-mail notice will not apply for notices required under the "Dispute Resolution" provision below). Delivery will be deemed effective upon receipt, if delivered personally or by courier; five (5) business days from sending, if delivered by registered mail; or upon confirmed receipt, if delivered by e-mail (provided that no automated or other response is received indicating non-delivery or the absence of the recipient).

22. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Brazil. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this Section.

23. Dispute Resolution. Any dispute arising out of the present contract, including its interpretation or performance, shall be mandatorily submitted to mediation, administered by the Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada ("CAM/CCBC"), under the Mediation Guide, and it shall be coordinated by a Mediator from the CAM/CCBC's Mediator List, appointed in accordance with the mentioned Guide.

If the conflict is not settled by the mediation, it shall be finally settled by arbitration, administered by the same CAM/CCBC, under its Rules.

The arbitration shall be administered by the CAM/CCBC under its Rules, and the Rules' provisions shall be an integral part of the present contract.

The Arbitral Tribunal shall consist of one (1) arbitrator, appointed in accordance with the Rules of the CAM/CCBC.

The seat of arbitration shall be São Paulo, Brazil.

The arbitration proceedings shall be conducted in Portuguese.

24. **Waiver and Severability.** No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any section of this Agreement is unenforceable, that section will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other sections of this Agreement will remain in full force.

25. **Complete Agreement.** This Agreement and the Order Form comprise the complete and exclusive statement of the agreement between the parties with respect to the Service and supersede any prior discussions or agreements, oral or written, between the parties with respect to the Service. The terms of any customer purchase order or other customer ordering document will not be binding on SCHOOL GUARDIAN and will not be construed to modify this Agreement. If you have entered into a written agreement or addendum with respect to the Service which is signed by both you and SCHOOL GUARDIAN, such written agreement or addendum will take precedence over this Agreement to the extent expressly stated in such written agreement or addendum.

26. **Assignment.** SCHOOL GUARDIAN may assign this Agreement upon giving written notice to you, provided that any assignee agrees to be bound by all this Agreement. Except as provided in this Section, you may not assign your rights under this Agreement, without the prior written consent of SCHOOL GUARDIAN, which will not be unreasonably withheld. You may, upon giving prior written notice to SCHOOL GUARDIAN, assign your rights under this Agreement to a: (a) subsidiary or affiliate company; or (b) corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate or corporate successor agrees to be bound by this Agreement and you cease use of the Service. This Agreement will ensure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.

27. **Right to Monitor.** You acknowledge and agree that SCHOOL GUARDIAN may, from time to time, review and monitor use of the Service, including analysis of individual user behavior, in order to test and evaluate the performance of the Service; to protect the operation and integrity of SCHOOL GUARDIAN's systems; and to ensure compliance with this Agreement and applicable laws. Notwithstanding anything to the contrary in this Agreement, SCHOOL GUARDIAN may use and disclose general, aggregated, non-personally identifiable information about your use of the Service (for example: session length, device type, operating system) for purposes of research, development and service improvement.

## SCHOOL GUARDIAN Service Level Agreement

This Service Level Agreement (“SLA”) applies to customers who have purchased the SCHOOL GUARDIAN Service. Capitalized terms used but not defined herein have the meanings given to them in the SCHOOL GUARDIAN Terms of Use that reference this SLA.

1. Service Level. SCHOOL GUARDIAN will use commercially reasonable efforts to make the Service operational and available to you at least 99.9% of the time in any calendar month, excluding periods of Scheduled Maintenance (the “Performance Commitment”). If SCHOOL GUARDIAN does not meet the Performance Commitment, and if you meet your obligations under the SCHOOL GUARDIAN Terms of Use and this SLA, you will be eligible to receive the Service Credits described below. This Performance Commitment states your sole and exclusive remedy for any failure by SCHOOL GUARDIAN in providing the Service.

### 2. Definitions.

a. “Downtime” means a period of at least ten (10) consecutive minutes during which the Service is unavailable and cannot be accessed or used. Intermittent interruption or downtime for a period of less than ten (10) minutes will not be counted as Downtime.

b. “Monthly Uptime Percentage” means the Scheduled Service Uptime (defined below) minus the total number of minutes of Downtime in a calendar month, divided by the Scheduled Service Uptime.

Example: In a 30-day month, if there were 200 minutes of Scheduled Maintenance and 100 minutes of Downtime, the Monthly Uptime Percentage for that calendar month would be:

$$(43,200 - 200 - 100) = 99.77\% \quad (43,200 - 200)$$

c. “Scheduled Maintenance” means occasional maintenance to add resources, upgrade software, install security patches, etc., to the Service. Scheduled Maintenance typically occurs during the period of lowest anticipated system usage. System notification is generally provided in advance of Scheduled Maintenance. During Scheduled Maintenance, certain components of the Service may be offline, or may be operating in less redundant modes, or may be operating at reduced capacity levels, while maintenance is performed.

d. “Scheduled Service Uptime” means the total number of minutes in a calendar month (e.g., 43,200 minutes in a 30-day month) less the number of minutes of Scheduled Maintenance in such month.

3. Service Credits. If the Monthly Uptime Percentage for any calendar month is less than 99.9%, SCHOOL GUARDIAN will extend your Service subscription term, at no charge, by the applicable number of days noted in the table below. By way of illustration, in the Example provided above, the customer would be entitled to three (3) days additional Service at no charge.

Monthly Uptime Percentage

Days Service subscription is extended



< 99.9% - ≥ 99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15

4. Customer Must Request Service Credit. In order to receive a Service Credit as described above, you must notify SCHOOL GUARDIAN within thirty (30) days from the last day of the calendar month for which you wish to receive a Service Credit. No Service Credits will be issued after this thirty (30) day period.

5. Maximum Service Credits. The aggregate maximum number of Service Credits to be issued by SCHOOL GUARDIAN to you for any and all Downtime in a single calendar month will not exceed fifteen (15) days of Service added to the end of your subscription term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts.

6. Service Credit Exclusions. The Performance Commitment does not apply to (and no Service Credits are available to you as a result of) any unavailability, suspension or termination of a Service (a) caused by factors outside SCHOOL GUARDIAN's reasonable control, including any force majeure event, (b) that results from your actions or inactions or those of any employee, contractor, agent or third party acting on your behalf, (c) that results from your systems or software or from any non-SCHOOL GUARDIAN equipment, software or technology (other than third party equipment within SCHOOL GUARDIAN's direct control), (d) Scheduled Maintenance, or (e) that results from a suspension or termination of your right to use the Service in accordance with the SCHOOL GUARDIAN Terms of Use.