

Securly Terms of Service/ Service Agreement

Effective Date: October 2024

This Agreement is made by and between Securly, Inc. and its affiliates and subsidiaries (“Company” or “Securly”), a Delaware corporation with offices at 5600 77 Center Drive, Suite 350 Charlotte, NC 28217, and its customer (“Customer”) listed on one or more order forms (each, an “Order”) executed by and between the parties (collectively, the “Agreement”).

Company will provide to Customer the cloud-based software products and services identified in the Order (collectively, the “Services” and, each, a “Service”). The Services may include, without limitation: Company’s cloud-based web filtering; online activity monitoring for cyberbullying; hall pass, visitor, and flex time management; auditing software; mobile device management software, tablet, and other computer assets; location tracking software, device control software for teacher classroom management, and any other software or services offered by Company, including all updates thereto and related documentation. Company shall provide all necessary user identifications and passwords for the Services for use by Customer’s employees, agents, independent contractors, students and parents/guardians, in each case as authorized by Customer to access the Services (“Users”).

In the event of a conflict between the terms of this Agreement and one or more written agreements signed by the parties setting forth the Customer’s requirements (collectively, the “Customer Terms”), the conflicting provision in the Customer Terms shall take precedence.

1. Support

Company shall provide Customer with support services as specified in the Order (the “Support Services”).

2. Ownership and Licenses

(a) Ownership of the Service; Intellectual Property. Company shall retain all title to and ownership of and all proprietary rights (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services (including all software used to provide the Services and all portions thereof and all derivatives or improvements thereof and all related documentation), whether or not incorporated into or used with other software as a service, software or hardware. Customer’s use of the Services does not constitute a sale of any of such software or any portion thereof. Company’s name, logo,

and the product names associated with the Services are trademarks of Company or third parties, and no right or license is granted herein to use them. Company hereby grants Customer, solely during the term of this Agreement, a limited, royalty-free, revocable license to use and install the Company provided software (which may include certificates and pack files) solely on Customer's machines and devices and only as necessary or appropriate to receive the Services (the "Client Software") and in accordance with the limitations (if any) set forth in the Order, and to use and reproduce a reasonable number of copies of any documentation solely to support Customer's use of the Services.

(b) Ownership of User Data. The Services may allow Customer to track and gather a range of data and information regarding its Users including, without limitation, information about students enrolled at Customer's educational institution, including the student's name, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty (collectively, "User Data"). Customer shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. Customer is also responsible for securing and backing up its User Data and Company shall only restore lost User Data to its last-backup point if the loss was due to a fault in Company's Services or Support Services. Customer hereby grants Company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Company to provide the Services, and for the limited purposes set forth in Company's Privacy Policy (described below). Customer also grants Company a worldwide, royalty-free, and non-exclusive license Customer's trademarks, service marks, and logos as required to provide the Services.

(c) Data Use. To the extent Company receives any personal information (as such term or any analogous term may be as defined under applicable law) from or on behalf of Customer in connection with Company's provision of Services to Customer under the Agreement ("Customer Personal Information"), Company will only use, retain, disclose and otherwise process such Customer Personal Information for the purpose of providing the Services or in order to comply with the law. Any such use, retention, disclosure, and processing will comply with all applicable state and federal laws, including, without limitation, the Family Education Rights and Privacy Act ("FERPA"). Company may disclose Customer Personal Information to its service providers as necessary for Company to provide the services to Customer, provided such disclosure shall be consistent with all applicable state and federal laws. Company will however not otherwise retain, use, or disclose Customer Personal Information for any purpose other than to perform the

Services or outside of the direct business relationship between Customer and Company. Specifically, it will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Customer Personal Information to any third party for monetary or other valuable consideration. Unless Customer has specified in writing a specific retention period for Customer Personal Information, Company will securely destroy such data when it is no longer needed to provide the services, in accordance with Company's standard data retention and destruction policies.

(d) Data sources. Customer acknowledges that, depending on the type of Services Company provides to Customer, Company may rely on publicly available or third-party data in order to provide the Services. Customer understands and agrees that Company has no responsibility for the accuracy, availability, reliability, or integrity of such data. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Data and shall maintain the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services (the "Supported Environment") (if any) described in the Order.

(e) Ownership of Reports and Analyses. Company may provide Customer with certain reports and analyses as part of the Services ("Reports"). Company shall retain all title to and ownership of and all proprietary rights with respect to such Reports, excluding Customer's Confidential Information as defined in Section 5 below. Company hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license, for the term of this Agreement, to use Reports strictly for Customer's own internal, legitimate, non-commercial, educational purposes.

(f) Mobile App and Parent/Guardian Usage. Customer acknowledges that Users may need to download the Company's mobile application from the relevant major mobile device provider app stores (Apple's App Store or Google Play) and that use of the Company's mobile application or website by parents/guardians is subject to Company's terms of service and Privacy Policy.

(g) Feedback. If Customer provides any ideas, suggestions or recommendations to Company regarding Company's software, products, services or technology ("Feedback"), such Feedback is provided on a non-confidential basis to Company and Company is free to retain, disclose, use and incorporate such Feedback in Company's and/or its affiliates' products and services, without payment of royalties or other consideration to Customer. Customer understands and agrees that Company is not obligated to use, display, reproduce, or distribute any such Feedback, and that it has no right to compel such use, display, reproduction, or distribution. Nothing herein shall be interpreted as imposing an obligation on Customer to provide Feedback to Company.

(h) Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 2(a) or 4(a). Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Company makes such Open Source Software, and Company modifications to that Open Source Software, available by written request at the notice address specified on the Order Form.

3. Privacy and Security

(a) Company maintains appropriate administrative, technical and physical security measures to protect User Data to the extent reasonably necessary for the performance of the Services consistent with all applicable state and federal laws and regulations. In the event Company becomes aware of a breach or suspected breach of any privacy or security measures that compromises the confidentiality or integrity of data that is linked to or can be linked to an identifiable individual ("Personal Data"), Company will promptly notify Customer thereof, and use commercially reasonable efforts to remedy such breach.

(b) The parties agree that Customer is an educational institution, that Company is a service provider to Customer, and that Company's collection and use of the personally identifiable User Data of children under the age of 18 ("Minor User Data") is conducted on behalf of and with the authorization of Customer, in order to provide the Services requested by Customer. Customer has received and reviewed Company's Privacy Policy, which includes a privacy policy and direct notice of privacy practices as required by the Children's Online Privacy Protection Act Rule, 16 C.F.R. 313 ("COPPA"). Customer expressly consents to the collection, use and disclosure of Minor User Data as set forth in the Privacy Policy as applicable to those Services requested by Company. For the purposes of COPPA, Customer acknowledges that it is an educational institution, that it plans to use the Services in its capacity as an educational institution, and that it is authorized to consent to the collection, use and disclosure of Minor User Data by Company in order to provide the Services. Customer further acknowledges, and Company agrees to provide, Customer an opportunity to review the Minor User Data, and to request that such data be corrected (to the extent practicable), deleted, and/or no longer collected or used (which may impact the availability of the Services). By using the Services, Customer expressly acknowledges that it has received and reviewed the Privacy Policy, and grants its consent to Company's collection, use and disclosure of Minor User Data in accordance with the Privacy Policy,

which may be updated from time to time, provided Customer will be notified of any material changes. The Parties further agree that Company is a "school official" with a legitimate educational interest in receiving Personal Information about students. For the purposes of FERPA, Company agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and redisclosure of Educational Information (as defined in FERPA). Customer agrees and consents to the Company's use of such information so long as such use complies with FERPA. Customer acknowledges that it is responsible for notifying the Company that a student or parent objects to Company's use of Minor User Data in accordance with this Agreement.

(c) Notwithstanding Section 2(b), Customer expressly agrees that Company may aggregate or de-identify User Data, including Minor User Data, such that it no longer is liked or reasonably linkable to an identifiable individual ("De-Identified/Aggregated Data"), and may maintain and use such data for its own purposes as set forth in the Privacy Policy, provided it has implemented reasonable safeguards to prevent the re-identification of Aggregate Data.

(d) Customer agrees that Company may transfer User Data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 15 of this Agreement and its successor may use, disclose, re-identify, store, or delete such data to the same extent that Company may do so pursuant to this Agreement.

4. Customer Responsibilities

(a) Customer agrees that it shall not, nor permit any User or other party to, do any of the following: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (including any Client Software), or in any way attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services (including any Client Software); (ii) access or use the Services (including any Client Software) in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against Company; (iii) except as otherwise expressly provided herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services (including any Client Software or any related documentation); (iv) attempt to gain unauthorized access to the Services (and Customer shall make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services (including any Client Software); or (v) exceed the permitted number of devices, active users or students, teachers, faculty and staff in a school or district, in each case as specified in an Order.

(b) Customer agrees that it shall not, nor permit any User or other party to (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by Company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services (or any servers or networks that are connected to the Services).

(c) Customer agrees that it is responsible for all activity occurring under Customers' accounts for the Services by its authorized users. Customer shall notify Company within a commercially reasonable time of any unauthorized use of any user account or any unauthorized use of the Services. Customer may not access the Company Services in a manner intended to avoid incurring fees or provide incorrect information for an Order for purposes of reducing amounts payable to Company. User IDs cannot be shared or used by more than one User at a time.

(d) If any software or documentation is acquired by or on behalf of a unit or agency of the United States Government, Customer agrees that such software or documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with Company to the contrary, Customer's rights with respect to such software and documentation are, in the case of civilian agency use, Restricted Rights (as defined in FAR §52.227.19), and, if for DoD use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

(e) Where Customer's use of the Services include visitor management, verification and tracking of visitors and other individuals, and related services or applications ("VMS"): agrees that: (i) it is responsible for ensuring that its collection, use and disclosure of all information (including personal information) and its instructions to Securly comply with applicable laws; (ii) it has provided (and will continue to provide) adequate notices and has obtained (and will continue to obtain) the necessary permissions and consents from each relevant individual to the collection, use, disclosure and/or storage of their information; (iii) it will not use the VMS (or any other of the Services) for the purposes of obtaining or conducting, background checks, employment verification, hiring, promotion, retention, termination, or reassignment decisions including but not limited to with respect to vendors, employees, contractors, providers, volunteers or other personnel; or otherwise engaging in any activities that are regulated by the Fair Credit Reporting Act (as amended) and the regulations, guidance, and orders promulgated thereto ("FCRA") or other state or federal laws or regulations related to consumer credit reports and background checks.

5. Confidential Information

(a) “Confidential Information” means any and all non-public information provided or revealed by one party (“Discloser”) to the other party (“Recipient”) or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, documentation, financial, marketing and other business information, and all other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise would reasonably be expected to be kept confidential. Confidential Information shall also include: (i) the Discloser’s planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; (ii) the Discloser’s customer lists, sales, profits, organizational structure and restructuring, new business initiatives and finances; (iii) the Discloser’s services and products, product designs, and how such products are administered and managed; and (iv) Customer’s User Data, including Minor User Data and Customer Personal Information. Recipient’s obligations of confidentiality shall not apply to information that: (1) is or becomes public through no fault or breach by Recipient, (2) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, or (3) is independently developed by Recipient without use of or access or reference to Discloser’s Confidential Information.

(b) During the Term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, or with respect to any Confidential Information that constitutes a trade secret of the Discloser, for so long as such information constitutes a trade secret, Recipient shall hold Discloser’s Confidential Information in confidence and will not disseminate or disclose the Confidential Information to any third party except its Personnel, as set forth herein, unless required by applicable law to do so. Recipient will protect Discloser’s Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser’s Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its employees, contractors and other personnel (individually and collectively, “Personnel”) with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser’s Confidential Information substantially in accordance with the terms and conditions of this Agreement. The Recipient shall be responsible for any breach of this Section 5 by any Personnel. In addition, Recipient will implement and maintain appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the

risk represented by the processing and the nature of the Confidential Information to be protected. Recipient may disclose Confidential Information to the limited extent required to by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient notifies the Discloser in writing in advance of such disclosure (unless prohibited by law from doing so) and provides the Discloser with copies of any related information so that the Discloser may take appropriate action to protect its Confidential Information.

(c) All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or at Discloser's option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser's written request, when the Information is no longer required to provide the services, and upon the termination of this Agreement, in each case in accordance with Receiver's written data retention and destruction policies. Within ten (10) days following Discloser's written request, Recipient will provide Discloser with a written certification, as signed by an officer or executive level employee of Recipient, certifying compliance with this Section 5. For the avoidance of doubt, Recipient shall not be required to return or destroy Aggregate Data.

(d) Recipient acknowledges that the disclosure of Confidential Information in breach of the terms of this Section 5 may cause Discloser irreparable injury and damages that may be difficult to ascertain. Therefore, Discloser, upon a disclosure or threatened disclosure of any Confidential Information by Recipient or any Personnel, will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an ex parte application by the Discloser to protect and recover its Confidential Information, and the Recipient will not object to the entry of an injunction or other equitable relief against the Discloser on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, the Recipient will advise the Discloser immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiver, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the Discloser, whether under this Agreement, at law, or in equity.

6. Billing and Payment

(a) The amount of the recurring fees associated with the use of the Services and the Support Services by Customer shall be as set forth in the Order (the "Fees"). Fees for Services may be charged based on the number of (i) devices or active Users, (ii) the number

of students in a school or district, or (iii) students, teachers, faculty and staff in a school or district, as specified in an Order. Additionally, there may be other basis for calculating the Fees, as specified in the Order. The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges (“Taxes”), and Customer will be responsible for payment of all such Taxes (other than taxes based on Company’s income) and any penalties or charges that accrue with respect to the non-payment of any Taxes as well as government charges, and all reasonable expenses and attorneys’ fees Company incurs collecting late amounts. All amounts payable under this Agreement will be payable in U.S. Dollars within thirty (30) days of receipt of invoice, unless specified otherwise in the Order or Customer is purchasing the Services and Support Services through an authorized reseller and the parties have agreed that Customer is to pay the authorized reseller directly. Payment of fees shall be made by the Customer prior to receiving the Services. The payment may be made by check or wire transfer. Unless prohibited by applicable law, late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all (i) claims relating to charges unless claimed within sixty (60) days after invoicing, and (ii) refunds under any situations aside from those contemplated in this Agreement. Notwithstanding any fees for services posted on Company’s website or otherwise published by Company, the parties acknowledge and agree that the Fees may only be modified as set forth below in the “Modification; Waiver” section of this Agreement.

(b) If Customer is purchasing the Services or Support Services (or both) through an authorized reseller, Customer shall pay the fees for the Services and Support Services, as applicable, on a timely basis directly to the authorized reseller. Without limiting Company’s remedies under this Agreement, at law or in equity, Company reserves the right to suspend provision of the Services or Support Services (or both) and to terminate this Agreement should Customer fail to pay the authorized reseller on time, regardless of the reason.

7. Term and Termination

(a) This Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall remain in effect for the initial period specified in the Order (or, if no period is specified in the Order, then for an initial period of twelve (12) months) (the “Initial Term”). Unless otherwise specified in an agreement containing the Customer Terms, this Agreement will thereafter continue for successive twelve (12) month periods (each, a “Renewal Term”), unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then-current term. The Initial Term, together with all Renewal Terms, are collectively referred to as the “Term”. Unless a fixed term without renewals is specified in a Services Agreement, it is Customer’s responsibility

to provide timely notice of non-renewal as required herein, and failure to do so will result in automatic renewal of the Agreement.

(b) Either party may terminate this Agreement by giving written notice to the other party upon the occurrence of an Event of Default by the other party. For purposes of this Agreement, “Event of Default” means a breach by a party of any of its representations, warranties, or obligations under this Agreement, if such breach remains uncured for a period of thirty (30) days following receipt of written notice from the other party.

(c) If Customer is a government entity, Customer may terminate this Agreement upon advance written notice provided at least thirty (30) days prior to the end of the then-current term in the event that funds are not appropriated for any renewal year.

(d) Customer may terminate this Agreement for convenience upon thirty (30) days advance written notice; provided, however, in the event of a termination for convenience Customer shall not be entitled to a pro rata refund of fees paid or reduction in fees owed for the then current term.

(e) Any and all provisions in this Agreement that would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, payment, taxes, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

(f) Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer’s obligation to pay all charges accrued before the effective date of termination.

8. Representations and Warranties

(a) Each party represents, covenants, and warrants to the other party that there is no applicable law, regulation, rule, or other governmental requirement that: (i) in any way restricts or limits the duty of party to fully perform and comply with all obligations set forth in this Agreement; or (ii) impairs the rights of the other party as set forth in this Agreement;

(b) Company represents, covenants, and warrants that it will provide the Services (i) in all material respects as described in the applicable end user documentation, if any, (ii) in a professional manner and in accordance with generally accepted industry practices, and (iii) in compliance with all applicable laws and regulations. If the Services provided to

Customer are not performed as warranted, Customer agrees that it must promptly provide a written notice to Company that describes the deficiency in the Services.

(c) Company represents, covenants, and warrants that the Services will not (i) infringe any copyright, trademark, or patent right; or (ii) misappropriate any trade secret.

(d) Customer represents, covenants, and warrants that it will use the Services only in compliance with the terms and conditions of this Agreement and all applicable laws and regulations and that Customer's content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of this Agreement or applicable laws and regulations.

(e) If Customer is a government entity, unit, agency, organization, entity or party (including a school or school district), then Customer represents, warrants and covenants that Customer has taken all actions, complied with all requirements, obtained all prior consents and reviews, and otherwise satisfied all prerequisites that may be necessary or appropriate to enable Customer to enter into and perform this Agreement in accordance with its terms and conditions.

(f) Where Customer uses the Services to send emergency notifications, alerts or other messages to recipients, including via text/SMS, phone, prerecorded message, email or other electronic communication ("Electronic Communication"), Customer represents, warrants and covenants that: (i) it has provided (and will continue to provide) adequate notices and has obtained (and will continue to obtain) the necessary permissions and consents from each recipient to receive such Electronic Communications from or on behalf of Securly, including as required by the Telephone Consumer Protection Act ("TCPA") and the CAN-SPAM Act, each as amended and including the regulations, guidance, and orders promulgated pursuant to such each; (ii) it will not send any Electronic Communication to a recipient that has not consented to receive such communications from Customer; (iii) it will not send any Electronic Communication to any recipient that has specifically opted out of receiving Electronic Communications from Company; (iv) not send, direct Securly to send or otherwise direct or cause to be sent any Electronic Communication in violation of applicable law or this Section 8(f); (v) it will maintain adequate records of consents and its compliance with this Section 8(f) and shall provide upon request any such records to Securly for inspection; and (vi) it will only send, direct to

be sent or otherwise cause to be sent Electronic Messages to (A) students, parents, guardians, personnel and other authorized parties, and (B) only for emergency purposes (as defined pursuant to the TCPA).

(g) Customer represents, warrants and covenants that the software for the Services provided under this Agreement will be treated as “commercial computer software” and “commercial computer software documentation” under any applicable governmental laws, regulations or rules.

9. Disclaimers, and Exclusive Remedies

(a) COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER’S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET CUSTOMER’S OR ITS USERS’ NEEDS, REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER’S CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT (INCLUDING PUBLICLY AVAILABLE DATA OR OTHER THIRD PARTY DATA) OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT (A) THAT THE SERVICES WILL FUNCTION TO PREVENT MINORS FROM BEING EXPOSED TO INAPPROPRIATE, HARMFUL, UNSAFE, OR OBSCENE CONTENT ONLINE, (B) THAT THE SERVICES WILL FULFILL CUSTOMERS OBLIGATIONS, IF ANY, UNDER THE CHILDREN’S INTERNET PROTECTION ACT, (C) THAT THE SERVICES WILL PREVENT OR OTHERWISE DISCOURAGE CYBERBULLYING OR SELF-HARM BY STUDENTS, (D) THAT THE SERVICES WILL DETECT ALL CYBERBULLYING AND SELF-HARM BY STUDENTS, OR (E) ALL SOCIAL MEDIA SITES, STREAMING MEDIA, WEB-BASED EMAIL SERVICES, CLOUD STORAGE SITES, OTHER INTERNET SITES (INCLUDING PORN, GAMBLING AND OTHER INAPPROPRIATE SITES FOR MINORS), DIRECT MESSAGES AND ELECTRONIC DOCUMENTS AND FILES WILL BE BLOCKED OR MONITORED OR (F) THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES INCLUDING BUT NOT LIMITED TO AND THIRD PARTY DATA OR THE RESULTS OF

ANY QUERIES OR SEARCHES SUBMITTED BY CUSTOMER FOR PURPOSES OF SCREENING VISITORS, OR (G) THE SERVICES WILL DETECT OR PREVENT FROM ENTERING SCHOOL PREMISES ANY OR ALL INDIVIDUALS THAT ARE UNAUTHORIZED OR OTHERWISE PROHIBITED BY APPLICABLE LAW OR CUSTOMER POLICY FROM ENTERING OR VISITING CUSTOMER PREMISES OR PROPERTY.

(c) FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER (AS DETERMINED SOLELY BY COMPANY IN ITS REASONABLE DISCRETION), THEN CUSTOMER MAY TERMINATE THE SERVICES AND COMPANY WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO COMPANY FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. IN SUCH AN EVENT, COMPANY SHALL ALSO EXERCISE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH REASONABLE OPPORTUNITY TO ACCESS THE SERVICES FOR THE PURPOSES OF SECURING AND BACKING UP CUSTOMER'S USER DATA.

(d) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability

BOTH PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF TIME OR LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF WILLFUL OR GROSSLY NEGLIGENT BREACHES OF SECTION 5, AND WITHOUT AFFECTING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY OF ANY TYPE UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

THIS PARAGRAPH DOES NOT APPLY TO CUSTOMER'S VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS.

11. Indemnification

(a) Customer Obligations. To the extent permitted under applicable law, Customer shall defend Company against any claim, cause of action, suit or proceeding (each a "Claim") made or brought against Company by a third party arising out of or attributable to Customer's use of the Service (other than as expressly set forth in Section 11(b) below), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable assistance in connection with the defense (at Customer's reasonable expense).

(b) Company Obligations. Company shall defend Customer against any Claim made or brought against Customer by a third party: (i) to the extent arising out of Company's gross negligence and/or willful misconduct; or (ii) alleging that Customer's use of the Service infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with the Claim. If a Claim is brought or threatened, or Company believes is likely to occur, Company may, at its option, (i) procure for Customer the right to use the Service, (ii) replace the Service with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. Company will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Service in combination with software, hardware or technology not provided by Company, if infringement would have been avoided in the absence of the combination, (b) modifications to the Service not made by Company, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the Service, if infringement would have been avoided by use of a current release, or (d) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement. This Section 11(b) states the Company's sole liability to, and the Customer's exclusive remedy against, the Company for any type of intellectual property infringement claim.

(c) Conditions of Indemnification. The indemnifications provided in this Agreement are conditioned on the indemnified party: (i) promptly giving the indemnifying party written notice of the Claim; (b) giving the indemnifying party sole control of the defense and

settlement of the Claim (provided that the indemnifying party may not settle any Claim unless the settlement unconditionally release indemnified party of all liability); and (c) provides reasonable assistance in connection with the defense (at the indemnifying party's reasonable expense).

12. Advertising and Public Announcements

Neither party will use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval. Notwithstanding the foregoing, Company may publish Customer's name as part of a publicly-available list of Company's customers.

13. Relationship of the Parties

The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer- employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties. Neither party is, nor will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

14. Force Majeure

Except for payment obligations already due and owing, any delay in or failure of performance by a party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, provided that the party affected by such event will immediately notify the other party and begin or resume performance as soon as practicable after the event has abated. If the act or condition beyond a party's reasonable control that prevents such party from performing any of its obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement immediately upon written notice to the non-performing party. Without limitation, act or condition beyond Company's reasonable control include all acts and omissions of Company's service providers. In the event of such termination by Customer, Company shall refund to Customer such fees for the terminated services that Customer pre-paid to Company for the period following the effective date of termination, and shall also exercise commercially reasonable efforts to provide Customer with reasonable opportunity to access the Services for the purpose of retrieving User Data. In all other instances of delay or failures on the part of Company under this Section 14 (i.e. wherein Customer does not or otherwise cannot terminate this Agreement pursuant to this Section 14), Customer shall not be entitled to any service credit or refund.

15. Binding Effect; Assignment; Third Parties

The terms and conditions of this Agreement shall be binding on the parties and all successors and permitted assigns of the foregoing. Company may assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement in connection with a merger, acquisition, sale of substantially all of its assets, or other corporate transaction, provided that such assignee has assumed in writing all of Company's obligations under the Agreement and agreed to be bound by all the terms and conditions of the Agreement accruing or arising from and after the effectiveness of such assignment. Company will notify Customer in writing within ninety (90) days of any such change of control. To the extent the assignee is an entity prohibited from conducting business in the State in which the Customer is established, the Customer will have the option to terminate the Agreement. This Agreement is intended for the sole and exclusive benefit of the parties, is not intended to benefit any third party, and only the parties may enforce this Agreement.

16. Modification; Waiver

All modifications to or waivers of any terms and conditions of this Agreement (including any exhibit) must be in a writing that is signed by the parties hereto and expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

17. Governing Law

This Agreement and all actions arising out of or in connection with this Agreement shall be construed under and governed by and interpreted in accordance with the laws of the State in which Customer is established, without regard to the conflicts of law provisions thereof.

18. Export Control

The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries.

19. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, such invalid, illegal, or unenforceable provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof.

20. Notices

All notices, consents and approvals under this Agreement must be delivered in writing by personal delivery, courier, express mail service, or by certified or registered mail, (postage prepaid and return receipt requested) or by e-mail, with reasonable confirmation of receipt, to the other party at the address set forth on at the beginning of this Agreement (in the case of Company) or the Order (in the case of Customer), or such other address as a party may designate from time to time by written notice to the other party. Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid and return receipt requested. Notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

21. Interpretation

This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The section headings and captions in this Agreement are for convenience of reference only and have no legal effect. If there is a conflict or ambiguity between this Agreement and the Order, the terms and conditions of the Order shall control.

22. Entire Agreement

This Agreement and the Privacy Policy constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written representations, agreements or communications, including, without limitation, any quotations or proposals submitted by Company that are not shown in the Order or any policies or terms for the Services posted on www.securly.com other than the Privacy Policy.