

SchoolMint Inc. Terms of Service

Effective January 1, 2024

These Terms of Service ("Agreement") is between SchoolMint, Inc., a Delaware corporation, and the school district whose name appears on the signature page of this Agreement as the Client and is made effective as of the date signed by Provider on the signature page of this Agreement (once signed by both parties) ("Effective Date"). Provider and Client agree that the provisions of this Agreement apply to Provider's grant of access to Client with respect to Provider's Platform, Professional Services and license of the Software to Client, as applicable, except as otherwise provided in an Order placed pursuant to this Agreement. This Agreement incorporates the terms of the Order, Proposal and any associated change orders or scopes of work.

DEFINITIONS

In this Agreement, the following terms have the meanings specified below:

"Authorized Users" means your employees, subcontractors, agents, consultants and customers, as well as any parents or students you identify as such.

"Client", "you", "your", and the like each mean the entity named on the signature page of this Agreement as the Client.

"Order" means our standard form or scope of work for ordering our Platform, Software licenses and/or Professional Services, each of which reference, is incorporated into and made part of this Agreement, and is made effective as of the date specified therein when signed by both parties.

"Platform" means our software platform offerings, including our Software, services, applications, utilities and databases, as may be configured, deployed and utilized pursuant to this Agreement and an applicable Order.

"Professional Services" or "Services" means our professional services specified by the parties in an applicable Order containing a detailed description of and fees for such professional services.

"Software" means all software (including related integration, implementation and configuration coding from Provider as part of Professional Services we provide to you) and Updates obtained from Provider as described in an Order .

"Student Data Privacy Agreement" means our standard student data privacy agreement which supplements the terms of this Agreement and is made effective as of the date specified therein when signed by both parties.

"Third Party Technology" means all software, hardware, systems, networks, servers, communication systems, internet hosting and access and any other services that are created, developed, distributed or made accessible by any person or entity other than SchoolMint.

"Update" means any update, patch, new release and/or new version of our Platform and Software.

"Provider", "we", "us", "our", and the like each mean SchoolMint, Inc.

PLATFORM AND SOFTWARE

1. PLATFORM ACCESS; LICENSE GRANT

(a) Subject to the terms of this Agreement, we grant to you a non-exclusive, non-transferable right of access to use our Platform in the geographic locations, configurations and deployment plans designated in an applicable Order, solely for your internal business purposes by your Authorized Users. In particular, your right of access to use our Platform, exercisable by your Authorized Users, is a non-exclusive, non-transferable right solely to:

(i) access and use the Platform, including in operation with Third Party Technology, for processing retail purchase transactions and related activities permitted hereunder;

(ii) generate, print, copy, upload, download, store, and otherwise process all data and displays, and other content and output, as may result from any access to or use of our Platform; and

(iii) access and use our Platform for all such non-production uses and applications as may be necessary or useful for the effective use of the Platform as permitted hereunder and as designated in an applicable Order, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair (collectively, the "Permitted Activities").

(b) Depending on the configuration and deployment of our Platform designated in an applicable Order, and subject to the terms of this Agreement, we may grant to you a non-exclusive, non-transferable license to use our Software in object code form solely for your internal business purposes by Authorized Users solely to engage in the Permitted Activities.

(c) If designated in an applicable Order, such right of access to our Platform and license to our Software solely to engage in the Permitted Activities may extend to each of your subsidiaries' and affiliates' for its or their internal business purposes by its or their Authorized Users. You and your authorized subsidiaries and affiliates are responsible for the acts and omission of all Authorized Users with respect to their use of the Platform and licensed Software, as applicable, in compliance with this Agreement, and all such acts or omissions will be deemed acts or omissions on your part.

(d) Access to our Platform and/or a license to our Software under this Agreement does not automatically entitle you to services such as installation, implementation or training. Such services are available to you as specified in an applicable Order.

(e) If an applicable Order designates that our Software will be installed on equipment that you own or control on site at or servicing one or more of your identified geographic locations in such Order ("On Premises"), you may only use our Software in accordance with the applicable license type designated in the applicable Order, which are more fully described as follows:

(i) Cloud License: A "Cloud" Software license is a Software license that authorizes you to deploy our Software and used it for the Permitted Activities subject to this Agreement on one or more cloud-based service provider platforms from which you obtain cloud-based services.

(ii) Server License: A “Server” Software license is a Software license that authorizes you to install our Software and use it for the Permitted Activities subject to this Agreement on one computer, server or other processing device that you own or control (“Server”). Other than in the case of a Cloud License, you may install one copy of the Server License Software on a single Server for each Software license acquired, as designated in an applicable Order.

(f) Provider may require that you use Third Party Technology that is subject to end user license agreements with the third party. In addition, You may want to use certain Third Party Technology, that you have independently obtained, within our Platform or require that we use certain Third Party Technology in connection with the provision of Professional Services. In such cases, this Agreement does not grant you any rights to and Provider assumes no liability with respect to such Third Party Technology. Your right to use such Third Party Technology, and any rights you grant to us to use Third Party Technology on your behalf, must be obtained directly from the applicable third party by you, and your use of such Third Party Technology (or our use as directed by you on your behalf) is subject to the terms and conditions of the third party’s license made available by such third party. You must inform us of any Third Party Technology that you have independently procured and intend to use within our Platform, and we have the right to unilaterally reject your request to use of such Third Party Technology within our Platform.

2. PLATFORM OWNERSHIP; REVERSE ENGINEERING; RESTRICTIONS

(a) We grant you access to our Platform and we license to you our Software, including any Customizations, as applicable. Neither our Platform nor our Software are sold to you. Your access to our Platform and license to our Software are for the limited purpose(s) designated in the applicable Order and solely for you internal business purposes. Provider and its licensors retain all title and ownership to our Platform and Software. Provider and its licensors reserve all rights in the patents, copyrights, trade secrets and other intellectual property in our Platform and Software. You may not: (i) rent, lease, lend, sell, sublicense, transfer, distribute or otherwise use our Platform or Software to provide services for any person other than an Authorized User or at locations outside those specified in an applicable Order, except as expressly permitted by this Agreement; or (ii) use our Platform or Software in any manner or for any purpose that violates any applicable law.

(b) You may copy any notes or guides provided by Provider (the "Documentation") solely to facilitate your use of our Platform or Software in accordance with, and subject to, the terms and conditions contained herein.

(c) You understand that our Platform, Software, Documentation and the terms and pricing under this Agreement constitute valuable properties and trade secrets of Provider, which are proprietary and confidential. You agree to maintain the confidentiality of such information and to protect the information as a trade secret by preventing any unauthorized copying, use or disclosure of such information. In doing this you agree to maintain at least the same procedures that you maintain with respect to your own confidential information, which shall not be less than commercially reasonable care. You may not disclose our Platform, Software or Documentation to a competitor of ours without Provider’s prior written approval.

(d) You may not remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within our Platform, Software or Documentation. You acquire no rights of any kind in or to

any trademark, trade name, logo or product designation under which our Platform or Software was or is marketed and you may not make any use of the same for any reason.

(e) You will restrict use of the Platform, Software or Documentation to Authorized Users. You are responsible for all activity by your Authorized Users and for maintaining the confidentiality of all User ID's, and will promptly notify Provider of any actual or suspected unauthorized use of the Platform, Software or Documentation. Provider reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose. You further agree that neither You nor any user will use the Services to store, distribute or transmit any unlawful, harmful, threatening, defamatory, obscene or harassing material or information, including, but not limited to any computer virus or other harmful software. Client will cooperate with Provider in Provider's investigation and remediation of any security, unauthorized use or misuse issues arising from or related to use of any Services by Client, Users, or any other persons or machines using any login credentials provided to Client. Except as expressly provided in this Agreement, Client may not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make the Services, the Content, or the Technology available to any third party; (ii) copy, modify or make derivative works based upon the Services, Technology or the Content; (iii) "frame" or "mirror" any Content contained in, or accessible from, the Services on any other website, server, wireless or Internet-based device; (iv) reverse engineer, modify, decrypt, extract, disassemble, copy, or decompile our Platform or Software, or permit anyone else to the same; or (v) attempt to do any of the foregoing or assist or acquiesce to any third party doing or attempting to do any of the foregoing.

(f) You will promptly notify us upon becoming aware of any unauthorized use of our Platform, any of our Software or our Documentation.

3. SERVICE LEVELS, SUPPORT AND DISCLAIMERS

(a) When designated in an applicable Order that we will host, manage, operate and maintain our Platform and Software for you in a cloud environment that we control and manage ("Hosted Services"), such Hosted Services will be available and operable for access and use by your Authorized Users in conformity with the specifications set forth in the applicable Order Form and our service level agreement, which we may unilaterally modify upon advance written notice to you, but which we may not materially reduce in coverage during the term of the applicable Order under this Agreement.

(b) Payment of the fees specified in an applicable Order entitles you to receive the support for our Platform and Software, as applicable, in accordance with our service level agreement, which we may unilaterally modify upon advance written notice to you, but which we may not materially reduce in support during the term of the applicable Order under this Agreement.

(c) You agree to give us prompt notice of any issue with availability of the Hosted Services and to reasonably cooperate with us in our assessment and remediation of an issue, including preserving archive processing data in your possession that may provide us with vital diagnostic information. We are not responsible for any availability issues that may be attributable to the use of Third Party Technology.

(d) We reserve the right to make changes to the Hosted Services as we deem necessary or useful to: (i) maintain or enhance the quality, efficiency, performance or delivery of the Hosted Services; or (ii) to comply with applicable laws, rules or regulations. Notwithstanding any changes we make to the

Hosted Services, the Hosted Services will remain in substantial conformity with our service level agreement.

(e) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND AN APPLICABLE ORDER FORM, OUR PLATFORM AND SOFTWARE (INCLUDING HOSTED SERVICES) ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER AND ITS LICENSORS EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS, WARRANTIES OR REPRESENTATIONS REGARDING OUR PLATFORM AND SOFTWARE ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. WE PROVIDE NO WARRANTY OF ANY KIND FOR ANY THIRD PARTY TECHNOLOGY THAT MAY BE SUPPLIED OR MADE ACCESSIBLE BY US OR OBTAINED OR USED BY YOU IN CONNECTION WITH YOUR USE OF OUR PLATFORM, SOFTWARE OR SERVICES, INCLUDING ANY RELATED ACCOUNT CREDENTIALS. ANY WARRANTY OF THIRD PARTY HARDWARE OR SOFTWARE (IF ANY) IS PROVIDED ONLY BY THE THIRD PARTY OWNER AND/OR LICENSOR OF SUCH HARDWARE, SOFTWARE OR SERVICES AND WE ARE NOT RESPONSIBLE FOR ANY RISK OR LIABILITY OF ANY KIND WITH RESPECT TO ITS QUALITY, PERFORMANCE OR SECURITY.

PROFESSIONAL SERVICES

4. SCOPE OF SERVICES

(a) As specified in an applicable Order, we may provide Professional Services to you where we provide you with configuration, implementation and integration, marketing, customization, training and other Professional Services including: (i) creating certain customizations (which may be applications, extensions and other programs) that you will purchase from us to be used solely to support our Platform or Software and that is installed, integrated or interfaced with our Platform or Software in any manner (the "Customizations"); (ii) providing certain marketing services to you, including search engine optimizations, ad placements and social media marketing; (iii) visiting schools in a "secret shopper" capacity in order to provide you with feedback about the school; and (iv) training and support your qualified personnel to engage in client customization independently, with development Software that we license to you in an Order, also to be used solely in connection with the use of our Platform or Software, and installed, integrated or interfaced with our Platform or Software. Nothing herein shall or be deemed to be a transfer or assignment by us to you of any title, right or ownership in or to the Platform, Software or any Deliverables.

(b) Subject to the terms of this Agreement, Provider will provide the Professional Services to Client and Client will pay to Provider the applicable Professional Services fees as described in the applicable Order.

(c) The applicable Order delineates what is included in the Professional Services we will provide and the related fees. One or more statements of work signed by authorized representatives of both parties may be written under an Order to provide the parties with detailed specifications regarding the Professional Services to be provided. Any item not specifically included in the Order, or any item that is explicitly excluded from the Professional Services in an Order, is considered "out of scope". Any requests for non-standard services beyond those described in the applicable Order will be provided on an individual case basis and at an additional cost to Client, with such costs determined by SchoolMint in

its sole discretion. All fee rates and descriptions for such additional services will be agreed to in writing by both parties.

(d) In connection with the any Professional Services that include the creation or placement of advertising content or search engine optimization, Provider will use the Client Data (defined below) as mutually agreed to by the Parties. If you require that we use Third Party Technology on your behalf, including through social media accounts, we will bear no responsibility for the security or use of such account except to the extent of any gross negligence or willful misconduct subject to the limitations of liability set forth in this Agreement. Provider shall not bear any responsibility for the impact or outcome of any marketing or advertising content or services.

WE PROVIDE NO WARRANTY OF ANY KIND FOR ANY THIRD PARTY TECHNOLOGY THAT YOU REQUIRE US TO USE ON YOUR BEHALF, INCLUDING ANY RELATED ACCOUNT CREDENTIALS, THAT MAY BE SUPPLIED OR MADE ACCESSIBLE BY YOU IN CONNECTION THE PROVISION OF PROFESSIONAL SERVICES. ANY WARRANTY OF THIRD PARTY TECHNOLOGY ACCESS OR USE IS PROVIDED ONLY BY THE THIRD PARTY OWNER AND/OR LICENSOR OF SUCH TECHNOLOGY OR SERVICES AND WE ARE NOT RESPONSIBLE FOR ANY RISK OR LIABILITY OF ANY KIND WITH RESPECT TO ITS QUALITY, PERFORMANCE OR SECURITY.

(e) Client will appoint a senior representative to be the point of contact for Provider with regards to the Professional Services to be delivered by Provider under the applicable Order, to provide the technical direction and approval of the delivered Professional Services. Client agrees to provide all equipment and all technical or other information reasonably required by Provider to perform the Professional Services or as otherwise described in the Order. If the Professional Services are performed at the Client's facilities, Client further agrees to provide safe access to such facilities and suitable workspace, free from violence or harassment

5. PROFESSIONAL SERVICES OWNERSHIP; RESTRICTIONS

(a) If we conceive of or create any intellectual property during the course of providing Professional Services, including but not limited to in connection with any Customizations, trainings, marketing services and those that may be embodied in or used to create content, new software or derivative works of our Platform or Software, we retain full and exclusive title, rights and ownership in such intellectual property rights and/or proprietary rights therein.. Under no circumstances will any work performed by Provider be considered a "work for hire."

(b) SchoolMint shall retain all right, title and interest in and to, including any such intellectual property rights including but not limited to, any data, designs, processes, specifications, software, applications, source code, object code, utilities, methodologies, know-how, materials, information and skills (and any derivative works, modifications and enhancements thereto) owned, acquired or developed by SchoolMint or its licensors, and regardless of whether incorporated in any deliverable or work product, (i) prior to the Effective Date; (ii) independently of, or not in connection with the performance of, the Services; (iii) in the general conduct of its business or to serve general functions that are not specific to Client's unique requirements; or (iv) if generally applicable, non-site specific and unrelated to the "look and feel" of the Materials or other deliverable, in connection with the Services (or partially in connection with the Services) (collectively, the "SchoolMint Materials").

(c) Subject to fulfillment of Client's payment obligations hereunder, SchoolMint hereby grants Client a worldwide, perpetual, irrevocable, royalty-free, nonexclusive license, with right to sublicense (but only

for the benefit of Client or its permitted successors or assigns), to use SchoolMint Materials actually incorporated into Work Product pursuant to this Agreement as necessary for or in connection with the use, management and maintenance of such Work Product, provided that Client shall not have the right to publish or distribute any SchoolMint Materials other than as part of such Work Product or to create derivative works of SchoolMint Materials.

(d) The School Mint Materials also include any enhancements, processes, methods, designs and know-how whether or not copyrightable or patentable that we conceived during the course of other engagements, but which do not include or use the confidential information of our other customers; and any enhancements, processes, methods, designs or know-how that we independently develop during the term of this engagement that we may embody in or use to create derivative works of our Platform, Software or Professional Services.

(e) You may not remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within any Deliverable used with or provided as a result the Professional Services. You acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which the Professional Services are or were marketed and you may not make any use of the same for any reason.

(f) Client acknowledges and agrees that it is directing Provider to potentially provide false information in order to perform the secret shopper services and that Provider shall have no responsibility for any and all claims arising out of the use of the secret shopper's false or assumed identity. Client must provide advance notice to all locations that a secret shopper may be visiting the location on Client's behalf.

(g) Client further acknowledges that it will be fully liable and responsible for any harm to Secret Shopper that arises from their visit to a school, including from any violence or harassment that may take place.

6. LIMITED SERVICES WARRANTY

(a) Provider warrants that (i) we have full power and authority to enter into the Agreement and perform the Professional Services contemplated in the applicable Order, (ii) we have the proper skill, training, and background so as to be able to perform the Professional Services in a competent and professional manner in all material respects, and (iii) that all Professional Services will be performed consistent with generally accepted industry standards.

(b) EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN CLAUSE (A) OF THIS SECTION AND SUBJECT TO CLAUSE (C) OF THIS SECTION, THE PROFESSIONAL SERVICES ARE PERFORMED AND ALL DELIVERABLES PROVIDED "AS IS, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES AND DELIVERABLES ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, REASONABLE SKILL AND CARE AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL PROVIDER BE LIABLE OR RESPONSIBLE FOR THE OUTCOME OR IMPACT OF ANY MARKETING OR ADVERTISING CONTENT OR SERVICES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

(c) Nothing in this Agreement will operate to exclude the liability of a party for the fraudulent acts of such party (except with respect to secret shopper services by Provider) or for death or personal injury resulting from the gross negligence of such party.

(d) Client shall be solely and exclusively responsible and liable for the negligence or willful misconduct of Client's officials, employees, agents, users or end users (the "Client Representatives") acting within the scope of their duties, and for misuse or compromising of the Provider products, services or intellectual property by the Client or its officials, employees, agents, users or end users (the "Client Obligations"). Provider shall have no responsibility for any actions taken by Client Representatives in violation of applicable law or Provider's acceptable use policies. Provider has no obligation to indemnify, defend, hold harmless, insure or otherwise take responsibility or be liable for any such Client Obligations.

GENERAL TERMS

7. TERM AND TERMINATION

(a) Your access rights to our Platform and to each Software license granted to you under this Agreement, and any Professional Services provided to you under this Agreement and an applicable Order will begin on the effective date in the applicable Order and will continue for the period specified in the applicable Order or until earlier terminated with respect to such access rights to our Platform and/or license to our Software or use of our Professional Services hereunder or in the applicable Order.

(b) Either party may terminate this Agreement, including access to our Platform and Software license(s) granted and the provision of Professional Services, if the other party is in default of a material obligation under this Agreement and fails to cure such default within 30 days following its receipt of written notice of the default. Neither Party may terminate this Agreement for convenience, except where such is explicitly agreed to between the Parties and set forth on an Order Form or signed, written amendment to this Agreement.

(c) Upon the termination or expiration of this Agreement or the applicable Order, whether terminated by you or us, (i) all authorizations and licenses granted hereunder, and Professional Services being provided, will immediately terminate and the respective parties shall cease all activities concerning, including in the case of Client, all use of, the expired or terminated Platform, Software and related Documentation, and (ii) you will pay to us all unpaid Fees and amounts due and payable to us, if any, under any such terminated or expired Order.

(d) Provider shall have no obligation to reimburse Client for any licenses or services already paid on a lump sum basis but not yet performed. This clause shall not apply in the event Client terminates this Agreement as a result of Supplier's breach of contract or due to non-appropriation of funds for Client's contract.

(e) Promptly (but in any event within 30 days) following the termination or expiration of this Agreement or the applicable Order for any reason or no reason, whether terminated by you or us, each party, at the written request of the other party will return or destroy and erase from all systems it directly or indirectly uses or controls, all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on the Confidential Information of the other party. Notwithstanding any provision in this Section to the contrary, a party shall not be required to return, destroy, or erase any Confidential Information of the

other party to the extent that any applicable law, rule or regulation prevents it from doing so, in which case the party shall retain, in its then current state, all such Confidential Information then within its right of control or possession in accordance with the confidentiality, security, and other requirements of this Agreement and perform its obligations under this Section promptly when such law, rule or regulation no longer prevents it from doing so.

8. FEES AND PAYMENT

(a) Client shall pay Provider the fees set forth in the Order Form in accordance with this Section 8. Provider's fees are non-refundable. Provider is not required to return any Fees paid by Client prior to the date of termination even if for services not yet rendered except if Client terminates the Agreement solely due to a material breach of the Agreement by Provider.

(b) All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, except where Client is exempt from such taxes, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Provider's income. If Client is exempt from federal, state, sales, and use taxes, Client must provide Provider with sufficient evidence of said exemption.

(c) Client shall pay all Fees and Reimbursable Expenses on or prior to the due date set forth in the Order Form. Client shall make all payments hereunder in US dollars as set forth in the Order. Client shall make payments to the address or account specified in the Order Form or such other address or account as Provider may specify in writing from time to time.

(d) If Client fails to make any payment when due then, in addition to all other remedies that may be available:

- (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;
- (ii) Client shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

(iii) if such failure continues for 30 days following written notice thereof, Provider may suspend performance of the Services until all past due amount and interest thereon have been paid, without incurring any obligation or liability to Client or any other Person by reason of such suspension.

(e) All amounts payable to Provider under this Agreement shall be paid by Client to Provider in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

(f) Provider may increase Fees for any contract year after the first contract year by providing 60 days' written notice to Client.

(g) Client shall reimburse Provider for out-of-pocket expenses incurred by Provider in connection with performing the Services ("Reimbursable Expenses").

9. CLIENT DATA AND RESPONSIBILITIES

(a) Provider acknowledges and agrees that Client exclusively owns all right, title and interest in and to all information, data and other content, artwork, logos, images or other written, graphic or pictorial materials, in any form or medium, including any Personal Data (defined below) that is collected, downloaded or otherwise received, directly or indirectly by Provider from Client, its Authorized Users, by or through the Platform and Software (including the Hosted Services) or Professional Services or Deliverables or that incorporates or is derived from the processing of such information, data or content by or through the Platform and Software (including the Hosted Services) or any Professional Services or Deliverables (collectively, "Client Data"). Client represents and warrants that it has procured all necessary consents to share Client Data, including Personal Data (defined below) with Provider to perform its obligations under this Agreement and any Order. Client hereby gives and grants to Provider a limited non-exclusive license and right to utilize, display, and reproduce any and all of the Client Data solely in connection with the performance of services contemplated by this Agreement, including the Platform and Software (including the Hosted Services) and any Professional Services. Client represents and warrants that the Client Data supplied to and utilized by Provider will not infringe upon or violate any third party rights.

(b) Client Data includes information reflecting the access or use of the Hosted Services by or on behalf of you or your Authorized Users other than Resultant Data (defined below), including personally identifiable data from or about students or parents/guardians (including but not limited to school of enrollment; local and state identifier number; id; Full name; gender; date of birth; grade; race; ethnicity; language status; lunch status; special education status; zip code; e-mail address; username; password; and parent or guardian contact name, type, telephone number, and e-mail address ("Personal Data"), and personal information related to school of employment id, teacher id, local staff and state teacher identifier, full name, e-mail, title or role, username, and password for a teacher or other educator user of the Services, but does not include employment or HR data related to any individual educator ("School Personnel Data").

(c) For purposes of this Agreement, "Resultant Data" means information, data and other content that is derived by or through the Hosted Services from processing Client Data and is sufficiently different from such Client Data that such Client Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. Provider may use aggregate, anonymized and statistical Resultant Data for internal business purposes.

(d) We will not disclose Client Data to law enforcement unless required by law. If law enforcement contacts us with a demand for Client Data, we will attempt to redirect the law enforcement agency to request that data directly from you or the Authorized User. If compelled to disclose Client Data to law enforcement, we will promptly notify you and provide a copy of the demand unless we are legally prohibited from doing so.

(e) Nothing in this Agreement conveys to Provider any rights or interest in the Client Data. Except as expressly permitted in an applicable Order, Provider may not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, reverse engineer, reproduce, display, distribute, disclose, or otherwise process Client Data other than as may be necessary to provide the Hosted Services.

(f) Provider hereby assigns and transfers to Client any right, title or interest that Provider may acquire in or to Client Data upon creation thereof. The foregoing shall not be construed to assign or transfer any intellectual property rights in our Platform, Software, Professional Services, Deliverables or in the proprietary tools, source code, templates, libraries, know-how, techniques and expertise (collectively, "Tools") used by us to deliver any of the foregoing or to develop any Updates, Customizations, enhancements, derivative works of or new inventions, and to the extent such Tools are delivered with or as part of our Platform, Software, Professional Services or Deliverables they are licensed, not assigned, to Client, on the same terms as set forth in this Agreement.

(g) Client acknowledges and agrees that Client is responsible for compliance with the Children's Online Privacy Protection Act ("COPPA") and that any communication Client has with a child under the age of 13 and the Services you use, including Provider Connect and any microsite will be in full compliance with COPPA. Provider shall have no responsibility for any actions taken by you in violation of COPPA or any other applicable law. Client acknowledges and agrees that it has the right to and is providing consent to Provider to access and use COPPA covered information. Client represents that it owns the Client Data and that it has the right to provide such Client Data for use with the Services. Children under the age of 13 are prohibited from using the Services or creating an Account unless they are doing so with parental consent or with the consent of Client who is providing such consent in compliance with COPPA.

(h) Client is responsible for obtaining the consent of recipients (such as parents or student adult family members) to receive text messages or other messages such as SMS, MMS, or future such protocols or technologies pursuant to the Telephone Consumer Protect Act ("TCPA") and any other applicable federal, state or local laws, including related data and other charges. By providing Provider with recipients' mobile phone number, or by authorizing Client to collect such information in connection with the provision of Professional Services, Client represents and warrants that the recipient has agreed to receive SMS messages from Provider on behalf of Client, including SMS messages that are informational, promotional, about the recipient's account, and the recipient's relationship with Client.

(i) Provider and its personnel shall maintain the confidentiality of Personal Data and comply with the requirements of FERPA and all other applicable laws such as the Student Online Privacy Protection Act ("SOPIPA") with respect to the privacy of student data and as further set forth in the Student Data Privacy Agreement. Provider will only collect Personal Data necessary to fulfill its duties as outlined in this Agreement. Provider will use Personal Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Provider shall not mine Personal Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Provider may use de-identified Personal Data for product development, research, or other purposes. De-identified Personal Data will have all direct and indirect personal identifiers removed. Furthermore, Provider agrees not to attempt to re-identify de-identified Personal Data and not to transfer de-identified Personal Data to any party unless that party agrees not to attempt reidentification. Provider will not use any Personal Data to advertise or market to students or their parents, except as may be required or directed by Client. Personal Data cannot be shared with any additional parties without prior written consent of Client, except as required by law or as specified in the applicable Order. The Parties agree that all rights to the Personal Data, including all intellectual property rights, shall remain the exclusive property of Client, and that Provider has a limited, nonexclusive license to use the Personal Data solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Personal Data, content, or intellectual property, except as otherwise expressly stated in this Agreement.

10. CONFIDENTIALITY

(a) Pursuant to this Agreement, the parties may have access to information that is confidential and/or proprietary to one another ("Confidential Information"). For purposes of this Agreement, "Confidential Information" means and includes any confidential or proprietary information and/or data of a party disclosed after the date of this Agreement, including, without limitation, any kind of business, commercial or technical information and data concerning the party's business prospects, strategy, business objectives, business transactions, financial arrangements, operations, systems and organization, methods, standards, specifications, concepts, ideas, plans, projects, programs or procedures, trade secrets, know-how, lists, notes, drawings, reports, software, databases, development methods, system design or any other information of or relating to its business, in any tangible medium of expression, disclosed in connection with this Agreement. Confidential Information further includes copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereto. Confidential Information does not include any information that (i) is already known to the recipient or its affiliates or received by any of them from a third party, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the recipient or its affiliates; (iii) is independently developed by the recipient or its affiliates without reliance on or access to the Confidential Information of the other party; or (iv) is approved for release by prior written authorization of the disclosing party.

(b) Each receiving party agrees to maintain the confidentiality of the Confidential Information of the disclosing party and to protect as a trade secret any portion of the disclosing party's Confidential Information by preventing any unauthorized copying, use, distribution, or transfer of possession of such information. Each receiving party agrees to maintain at least the same procedures regarding the Confidential Information of a disclosing party that it maintains for its own Confidential Information, but in no event will such procedures be less than commercially reasonable. Without limiting the generality of the foregoing, neither party will permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by a disclosing party and the receiving party will not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. One party's Confidential Information may only be used by the other party and its representatives in order to fulfill its obligations under the Agreement.

(c) Notwithstanding anything to the contrary in this Section, a receiving party may disclose the Confidential Information of a disclosing party as required by law, including by a court of competent jurisdiction or government body or regulatory authority; provided however, that in the event of a proposed disclosure the receiving party will promptly notify the disclosing party (if legally permitted) of its disclosure obligation, and will cooperate with the disclosing party to obtain an appropriate protective order to preserve the confidential nature of such information prior to making such disclosure, and the parties will cooperate in good faith regarding the timing and the content of any required disclosure. Provider considers certain information shared with Client, such as proposal, pricing and employee identification, to be a trade secret, confidential or exempt from disclosure under applicable public records laws and, as such, claims an exemption from disclosure under such public records laws.

(d) Both parties acknowledge that any use or disclosure of the other party's Confidential Information by a receiving party in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be

inadequate, and both parties agree that the disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure. The terms and provisions of this Section shall survive any termination of this Agreement for any reason for a period of five years.

11. INDEMNIFICATION

(a) At our expense we will defend, indemnify and hold you harmless against any third party claim that the Platform, Software, Professional Services and/or any Deliverable infringes any registered United States patent, trademark or copyright in accordance with this Agreement. We will pay all costs, damages and attorney's fees that a court finally awards or by settlement as a result of such claim. But you must give us prompt written notice of the claim (which will not be less than 10 business days from you becoming aware of the claim), cooperate fully with us in its defense, and give us sole authority to control the case and any related settlement negotiations. We will not be responsible for or have any obligation to pay costs, damages or attorney's fees for any settlement made without our written consent. Our obligations under this Section do not apply: (a) to any settlement made without our written consent; or (b) if a claim is based on the use of a superseded or altered version of the alleged infringing intellectual property if infringement would have been avoided by your use of the latest unaltered version of the same made available by us to you; or (c) to the extent that a claim is based on the combination, operation or use of the Platform, Software, Professional Services and/or Deliverable with any Third Party Technology, regardless of whether such Third Party Technology is provided or made accessible by Provider, Client or the applicable third party, if the claim would have been avoided had such combination, operation or use not occurred. In the event that the Platform, Software, Professional Services or Deliverable supplied by or through Provider in connection with this Agreement becomes, or in Provider's reasonable opinion is likely to become, the subject of a third party claim of infringement, or if a third party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, Provider may, at its sole option: (i) procure your right to continue to use the affected Platform, Software, Professional Services or Deliverable in accordance with this Agreement; (ii) re-perform the Professional Services in a non-infringing manner or replace or modify the Platform, Software or Deliverable to make it non-infringing while retaining substantially the same functionality; or (iii) if clauses (i) and (ii) are not reasonably feasible, terminate this Agreement with respect to the affected Platform, Software, Professional Services and/or Deliverable, without further liability or obligation to Client, and refund to you the fees paid by you for such affected Platform, Software, Professional Services and/or Deliverable in an amount equal to such fees paid by you for the same in the 12 months immediately preceding the cessation of your right to use the same and/or promptly reimburse any prepayments received by Provider for the affected Platform, Software or Professional Services, as the case may be, not provided as a result of termination under this Section. Other than as provided in this Section, you and your affiliates and subsidiaries shall have no other remedy against us arising from a claim of actual or alleged infringement of intellectual property rights respecting our Platform, Software, Professional Services or Deliverables.

(b) At Client's expense, Client will indemnify, hold harmless, defend, and protect Provider and its directors, officers, employees, agents, representatives, and their respective successors and assigns from and against all Claims, related to or arising from or due to (i) the performance of Client's obligations pursuant to this Agreement; (ii) Client's breach of this Agreement, including improper use of the Platform, Services or Documentation; (iii) Client's negligent or more willful misconduct or more culpable act or omission; (iv) claims of infringement of copyright, patent, trademark, trade secrets, or other proprietary rights in connection with the Client's use or products or services other than in accordance with Provider's instructions; (v) claims related to improper use of the Platform, Services or

Documentation, (vi) claims related to Client's violation of Provider's policies; (vii) claims related to employment matters by any of Client's employees or independent contractors or consultants and (viii) claims based on, related to or connected with Third Party Technology.

Client will be solely and exclusively responsible and liable for the negligence or willful misconduct of Client's officials, employees, agents, users or end users (the "Client Representatives") acting within the scope of their duties, and for misuse or compromising of the Provider products, services or intellectual property by the Client or its officials, employees, agents, users or end users (the "Client Obligations"). Provider shall have no responsibility for any actions taken by Client Representatives in violation of applicable law or Provider's acceptable use policies. Provider has no obligation to indemnify, defend, hold harmless, insure or otherwise take responsibility or be liable for any such Client Obligations.

12. LIMITATION OF LIABILITY

THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, IN NO EVENT SHALL A PARTY (AND IN THE CASE OF PROVIDER, INCLUDING ITS LICENSORS AND SUPPLIERS) BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOSS OF USE OR LOSS OF DATA) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITH RESPECT TO THE INSTALLATION, USE OR OPERATION OF THE PLATFORM, SOFTWARE (INCLUDING THE HOSTED SERVICES) OR PROFESSIONAL SERVICES WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION EVEN IF THE PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES SPECIFICALLY AGREE THAT, EXCEPT FOR AMOUNTS PAYABLE TO PROVIDER HEREUNDER, THE TOTAL LIABILITY OF PROVIDER TO YOU FOR DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE SUM OF ALL FEES RELATED TO THE PLATFORM OR SOFTWARE OR THE SUM OF ALL PROFESSIONAL SERVICE FEES (DEPENDING ON WHETHER THE PLATFORM OR SOFTWARE OR PROFESSIONAL SERVICES GAVE RISE TO THE DAMAGE) ACTUALLY PAID BY YOU TO PROVIDER HEREUNDER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGE. NOTWITHSTANDING THE FOREGOING, IN NO INSTANCE WILL SCHOOLMINT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OR DAMAGE THAT IS BASED ON, RELATED TO OR CONNECTED WITH THIRD PARTY TECHNOLOGY, REGARDLESS OF WHETHER IT IS PROVIDED OR MADE ACCESSIBLE BY THE PROVIDER, CLIENT OR THE APPLICABLE THIRD PARTY.

13. ASSIGNMENT

Provider may assign this Agreement or any portion of any of the obligations to be performed herein without consent of Client in the event of a merger, sale, acquisition, or similar transaction relating to the applicable products and/or services.

14. PUBLICITY

Client agrees that Provider may use Client's name, trademark and logos in Provider's customer list and may publish information identifying Client as a user of Provider services and products in advertisements and press releases (including releases to professional and trade publications). Client gives Provider permission to create a case study on the performance of the Provider Services (the "Case Studies"). Such Case Studies may also be performed on a segment of the Client's Users. Provider may use the Case Studies to improve its Services as offered to other customers, but the data within the Case Study that

identifies the Client, or its end-users will not be shared without the Client's permission. Under no circumstances shall Provider use or disclose identifying information of specific personnel without the express written permission of Client in each instance, which permission may be withheld in Client's sole discretion.

15. GOVERNING LAW; FORUM SELECTION

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be brought exclusively in the state or federal courts in Lafayette, Louisiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action or proceeding. Service of process, summons, notice or other document sent by mail to the principal business address of a party to this Agreement will be effective service of process for any legal suit, action or proceeding brought in any such court. The parties hereto expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods to the terms of this Agreement.

16. DISPUTE RESOLUTION

Any dispute arising from or relating to the subject matter of this Agreement will be finally settled by arbitration in Lafayette, Louisiana or in a location that is reasonably convenient for you, using the English language in accordance with the Arbitration Rules and Procedures of the American Arbitration Association ("AAA") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of AAA arbitrators in accordance with the Arbitration Rules and Procedures of AAA. Each Party will pay any administration fee, arbitration fees and fees and charges of attorneys, experts and witnesses if and to the extent required to pay such fees and charges by law or in order to make this arbitration provision enforceable. By agreeing to these terms, you acknowledge that you may not participate in a class action in court or in arbitration, either as a class representative, class member or class opponent. ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT (OTHER THAN A SMALL CLAIMS COURT) OR TO A JURY TRIAL. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party will have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

17. ADDITIONAL TERMS

- (a) We are acting as an independent contractor under this Agreement, including any Order. Neither party is, or shall be deemed for any purpose to be, an employee or agent of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.
- (b) Provider may use subcontractors or vendors to provide the Platform, Software, Documentation or Professional Services.
- (c) Any failure by either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provision, or of the right to enforce that provision.

In the event any part of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions.

(d) The headings of each provision of this Agreement are for reference purposes only. This Agreement, including any fully signed Order and/or Order, may not be modified unless the modification is in a writing signed by authorized representatives of both parties. This Agreement, including any fully signed Order and/or Order, is complete and constitutes the entire agreement between us with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, purchase orders and purchase order terms and conditions, or other correspondence, whether written or oral that are not specifically agreed to in writing by Provider.

(e) This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) Any notice or other communication required or permitted in this Agreement will have legal effect only if it is in writing and addressed to a party at its commonly known principal business address. Notices are deemed to have been duly given on the day of service if served personally, by facsimile transmission with confirmation, e-mail transmission to an authorized representative of the party with confirmation, or three days after mailing if mailed by First Class mail, registered or certified, postage prepaid.

(g) Provider shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit. You agree to grant us reasonable access to all relevant locations, systems and networks and provide reasonable cooperation, upon prior notice during normal business hours, to allow us to audit the use of the Platform, Software. and Services. On our written request, no more frequently than annually, you shall provide us with a signed certification (i) verifying that the Platform and Software are being used pursuant to the terms of this Agreement, including any use limitations, and (ii) listing the locations, types and serial numbers of the hardware on and at which the Software is being used.

(h) The parties agree not to solicit for employment or hire any employees or independent contractors of the other party who perform services in connection with this Agreement, other than through a public general advertisement or third-party recruiting firm not directed to solicit such employees or consultant, without the written consent of the other party during the term of this Agreement and for a period of one year from the date of its termination. However, nothing contained in this paragraph will apply to any such person who (i) approaches a party of his or her own accord, or (ii) responds to a general solicitation or recruiter who has not been directed to target a party, its employees or the particular person.

(i) Any audits of Provider by Client (i) are limited to the review of information and documentation directly related to Provider's obligations under the Agreement; (ii) must be reasonable in scope and be performed only after providing Provider with at least 30 days' prior written notice; and (iii) will be conducted solely at Client's expense. Such audits can be conducted no more than once per contract term and once per twelve (12) month period.

(j) If our performance of this Agreement is prevented or interfered with by any event or condition beyond our reasonable control (including, without limitation, governmental action, international or domestic terrorism, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy or other supplies, epidemics, fire, explosion, flood, hurricane, earthquake or other act of God), we will be excused from such performance only for so long as and to the extent that such a force prevents or interferes with our performance and provided that we give notice to you and use diligent efforts to remedy such event or condition

(k) Any right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

(l) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Each party has caused this Agreement to be executed by its duly authorized representative.