



PLEASE READ THE BELOW TERMS AND CONDITIONS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. BY ACCESSING OR USING ANY PRODUCT, YOU INDICATE CONSENT BY YOUR ORGANIZATION TO THESE TERMS.

SaaS Terms of Service

(Version Date: June 18, 2021)

These Software as a Service Terms and Conditions (together with any applicable Order Form, the "Agreement"), effective as of the date set forth on an applicable Order Form ("Effective Date"), is between **Aurora Educational Technology, LLC**, an Illinois limited liability company ("Aurora"), and the Customer named in such Order Form ("Customer"). Aurora and Customer agree as follows:

1. SERVICES

1.1. License. Subject to the terms and conditions of this Agreement, Aurora (a) grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the services as set forth on the Order Form (the "Services"), for Customer's internal school administrative functions by faculty, staff, and students of Customer who are authorized to utilize the Services, and (b) will use commercially reasonable efforts to host, operate and maintain the Services. For clarity, unless otherwise specified by Aurora in writing, any and all rights or licenses granted by Aurora to Customer shall only apply to Customer and not affiliated third-party thereof.

1.2. Access and Account Setup. Upon execution of an Order Form, Aurora will provide Customer with a unique login and password to access the Services web page(s) which are maintained by Aurora. Customer shall be responsible for the acts or omissions of any person who accesses the Services using logins provided to or created by Customer. Aurora reserves the right to modify or discontinue any part of the Services at any time by giving 30 days' prior written notice to Customer, provided that in the event such modification or discontinuance materially reduces the functionality of the Services, Customer may terminate this Agreement upon at least 30 days' prior written notice to Aurora, and Aurora shall provide Customer with a pro-rated refund of any pre-paid fees for Services not performed by the effective date of termination. From time-to-time, Aurora personnel may log in to the Service under Customer's account in order to maintain or improve the Service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

1.3. Service Availability. Aurora will use commercially reasonable efforts to maintain the Service availability to send and receive data, subject to downtimes resulting from maintenance, repairs and upgrades. Aurora will attempt to notify Customer electronically via the Service in advance of any planned downtime. Notwithstanding the foregoing, Aurora will not be liable for any failures in the Service or any other problems which are related to (a) the Customer

Content, or (b) outages to any telecommunications or public Internet backbones, networks or servers, or other equipment or service outside of Aurora's facilities or control. Customer shall not utilize the Services for a student population which exceeds the maximum student enrollment as set forth in an applicable Order Form.

1.4. Service Support. Aurora will provide Customer with e-mail support for Customer's use of the Service during Aurora's regular business hours. Customer agrees that Aurora is not responsible to provide support for any issues resulting from problems, errors or inquiries related to Customer's system(s) or hardware.

1.5. Customer Content. As used herein, the term "Content" includes, without limitation, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services, including without limitation all Customer Content (as defined below). All Content created through or submitted to the Services by Customer (collectively "Customer Content") is the sole responsibility of Customer. **Customer acknowledges and agrees that Aurora will not assume any, and hereby disclaims all, responsibility and liability for Customer Content and any modifications thereto.**

1.6. Use Restrictions. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (a) use any of Aurora's Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the Services, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Services, or the underlying ideas, algorithms or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) copy, harvest, scrape, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services, (e) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services, (f) remove any copyright patent, trademark, or other intellectual property

notices, information, and restrictions contained in any Content accessed through the Services, or (g) permit any third party to engage in any of the foregoing proscribed acts.

1.7. Limitations. Aurora will not be responsible or liable for any failure in the Services resulting from or attributable to (a) Customer use of the Services not in accordance with this Agreement or any relevant documentation provided by Aurora, (b) failures in any telecommunications, network or other service or equipment outside of Aurora's or its service providers' facilities, (c) Customer's or any third party's products, services, negligence, acts or omissions, (d) any force majeure or other cause beyond Aurora's reasonable control, or (e) unauthorized access, breach of firewalls or other hacking by third parties.

2. PROPRIETARY RIGHTS

Subject to the rights and licenses expressly granted hereunder, Customer shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to the Customer Content. Subject to the limited rights and licenses expressly granted hereunder, Aurora (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to the Services, all Aurora trademarks, names, logos, all copies, modifications and derivative works thereof, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. Additionally, all Customer (a) suggestions for correction, change or modification to the Services, (b) evaluations, and (c) other feedback, information and reports provided to Aurora hereunder (collectively, "Feedback"), will be the property of Aurora, and Customer shall and hereby does assign any rights in such Feedback to Aurora. Customer agrees to assist Aurora, at Aurora's expense, in obtaining intellectual property protection for such Feedback, as Aurora may reasonably request.

3. CONFIDENTIALITY

3.1. Customer Confidential Information. Aurora agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to Aurora in connection with the performance of services, and to use such Customer confidential information solely for purposes of performing services hereunder. Aurora shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this paragraph, "Customer confidential information" shall mean any student or personnel data belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure; provided, however, that this definition and the obligations of this paragraph shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of Aurora; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by Aurora without reference to any Customer confidential information; or (d) is disclosed without restriction by Customer to any third party at any time.

3.2. Aurora Confidential Information. Customer agrees to prevent unauthorized disclosure or use of the Services. Customer shall notify Aurora immediately in writing of any unauthorized use of the Services becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. Customer shall advise all users of passwords for the Services or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared.

3.3. Required Disclosure. Nothing herein shall prevent a receiving party from disclosing any confidential information as necessary pursuant to any applicable court order, law, rule or regulation; provided that prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party (to the extent legally permitted) in writing of such requirement to disclose and (b) cooperate with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

4. PAYMENTS; TAXES

Customer shall be responsible for any sales, use or similar taxes, if any, that may be assessed on any transaction between Aurora and Customer, and agrees to promptly remit such amounts to Aurora upon its receipt of an invoice therefor.

5. LIMITED WARRANTY AND DISCLAIMERS

5.1. General. Each party represents and warrants that: (a) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (b) this Agreement is legally binding upon it and enforceable in accordance with its terms; (c) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding to which it is a party or by which it may be bound; and (d) it will perform its obligations hereunder in accordance with all applicable laws.

5.2. Customer. Customer represents and warrants that (a) it has made its own independent assessment and determination as to the appropriateness of the Services for its own use, (b) it shall utilize the Services in compliance with applicable law, including without limitation, provisions of the United States Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA), and (c) Customer shall not make available through the Services any Content that is disparaging, obscene, offensive, or otherwise inappropriate or that contains any viruses or any other harmful code.

6. DISCLAIMERS

EXCEPT AS PROVIDED IN SECTION 5.1 HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, AURORA HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES,

INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INTEGRATION, RELIABILITY, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Customer's use of the Services is solely as an additional assessment tool in making administrative determinations; all determinations as to student matters and otherwise shall ultimately be based solely on the professional determination of authorize representative(s) of Customer and not relegated to content generated by the Services.

7. INDEMNIFICATION

Aurora agrees to (a) defend against and hold Customer harmless from any claim by a third party that the Services infringe a valid U.S. patent (issued as of the Effective Date), or any copyright or trade secret, of such third party, and (b) indemnify Customer for settlement amounts or third party damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim. If any part of the Services become or, in Aurora's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Aurora may, at its option (1) obtain for Customer the right to continue using the Services or (2) replace or modify the Services so that such services become non-infringing. If (1) and (2) are not available to Aurora on reasonably economic terms, Aurora may terminate this Agreement upon written notice to Customer and refund to Customer a pro-rated amount of any pre-paid fees. Aurora shall have no liability or obligation hereunder with respect to any claim to the extent based upon (i) any use of the Services not strictly in accordance with this Agreement or in an application or environment or on a platform or with devices for which it was not designed or contemplated, (ii) modifications, alterations, combinations or enhancements of the Services not created by or for Aurora, (iii) any Customer Content, or (iv) Customer's continuing allegedly infringing activity after being notified thereof. The foregoing states the entire liability of Aurora, and Customer's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Services, any part thereof or its use or operation.

7.1. Procedures. Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

8. LIMITATION OF LIABILITY

EXCEPT FOR ANY BREACH OF SECTION 3 (CONFIDENTIALITY) OR LIABILITIES TO THIRD PARTIES PURSUANT TO SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) INTERRUPTION OF USE, LOSS OR INACCURACY OF DATA, LOSS OF, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO IT (IN THE CASE OF AURORA) OR PAID AND PAYABLE BY IT (IN THE CASE OF CUSTOMER) HEREUNDER DURING THE SIX MONTHS PRECEDING SUCH CLAIM, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

9. TERM AND TERMINATION

9.1. Term. Unless otherwise specified in an applicable Order Form or terminated as provided herein, this Agreement shall commence on the Effective Date and shall continue for one year from the Effective Date. The term shall automatically renew for successive one year terms, unless either party notifies the other party of its intent not to renew at least 30 days prior to the end of the then current term.

9.2. Termination. This Agreement may be earlier terminated by either party (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within 30 days after receiving written notice of such breach from the non-breaching party (10 days in the case on non-payment). Aurora reserves the right to terminate Customers right and ability to access and utilize the Services upon the expiration or termination of this Agreement.

9.3. Effects of Termination. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive. The provisions of Sections 2 (Proprietary Rights), 3 (Confidentiality), 6 (Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions), and this Section 9.3 shall survive.

10. GENERAL PROVISIONS

10.1. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations or agreements (oral or written), between the parties regarding the subject matter hereof. Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement.

10.2. Modification and Waiver. No change, consent or waiver under this Agreement will be binding on either party unless made in writing and physically signed by an authorized representative of both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

10.3. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in San Francisco County, California, and both parties consent to the jurisdiction of such courts with respect to any such actions.

10.5. Remedies. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 3, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

10.6. Notices. All notices under this Agreement will be in writing and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email or facsimile; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

10.7. Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

10.8. Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by Customer without Aurora's written consent. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

10.9. Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

11. PROFESSIONAL SERVICES.

In the event Aurora provides, directly or via a third party contract, professional or other technical services to Customer, the following terms shall also apply:

11.1. Fees and Expenses. Aurora will perform training, installation, consulting, project management, and other professional or technical services for Customer ("Professional Services") as may be specified in Aurora's written acknowledgment of Customer's order, or as may be subsequently agreed upon by the parties; provided that Aurora may, at its option, arrange for any such services to be performed by another entity on behalf of Aurora. Customer agrees to pay for such Professional Services at the rates and charges specified in Aurora's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and Aurora for such subsequent work. Aurora reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Professional Services, or to require prepayment of certain Professional Services. Unless otherwise specified, all rates quoted are for Professional Services to be performed during Aurora's normal business hours; additional charges may apply for evenings, weekends or holidays. Customer shall also pay Aurora for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of Professional Services. All such additional charges will be due and payable concurrently with payment for Professional Services. Aurora reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in Aurora's acknowledgment of Customer's order shall apply to those Professional Services originally ordered; however, Aurora reserves the right to change service rates or other terms as a condition of entering into any subsequent Professional Services engagement. In the event that Customer pays in advance for any Professional Services, all Professional Services must be scheduled and delivered within six months of such payment, unless otherwise agreed in writing by Aurora; any portion of any prepaid amount that has not been used by Customer toward services actually rendered within such time period shall be forfeited.

11.2. Training. Aurora reserves the right to limit the number of persons permitted to attend any training class in accordance with Aurora's training standards.

11.3. Cancellation. Customer shall pay a cancellation charge equal to 50% of the Professional Services fee and any non-refundable expenses incurred by Aurora if Customer cancels any scheduled Professional Services with less than 14 days prior notice.

11.4. Ownership of Materials. Aurora shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Customer pursuant to or arising out of any

Professional Services. Provided that Customer pays Aurora all fees and expenses associated with the development and provision of such Deliverables, Customer shall have a limited, non-assignable license to use such Deliverables for Customer's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement shall prevent Aurora from providing any Deliverables to Aurora's other customers or third parties, subject to obligations of non-disclosure of any confidential information of Customer.

[*End of Terms and Conditions*]