

## SNAPPET CLIENT AGREEMENT

This Snappet Client Agreement (“Agreement”) is by and between Snappet Inc., at 228 East 45<sup>th</sup> Street, Suite 9E, New York, NY 10017, (“Snappet”) and Client, and governs Snappet’s provision of the Snappet platform (“Platform”) to Client. The Parties have agreed to this term by submitting, agreeing and signing a Sales Quote (“Sales Quote”). This Agreement describes and sets forth the legal terms governing the Platform, and Snappet’s representations regarding the collection and use of data with the Platform consistent with the Family Educational Rights and Privacy Act (“FERPA”) and other relevant state and federal laws governing student privacy.

### 1. OVERVIEW OF THE PLATFORM

The Parties agree:

- Snappet shall provide Client’s selected schools with access to the Platform, which consists of a teacher’s dashboard and a pupil application. All participating teachers and participating students at the Client can create accounts (“Accounts”), which can log in to the Snappet platform through a connected device.
- During the duration of the pilot, participating teachers will have the possibility to receive up to six (6) personalized training sessions from Snappet at a schedule and through means determined in Snappet’s sole discretion.
- The educational content available on the Platform will, at least, consist of math content, which will align to the reasonably accepted methods and standards. Other subjects may be added to the Platform at a later time.

### 2. INTELLECTUAL PROPERTY AND LICENSES

(a) Intellectual Property. The Platform may contain material derived in whole or in part from material supplied by Snappet and other sources, and such material is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. Except as licensed to Client herein, all content, information, materials, computer code, and software part of the Platform is the property of Snappet or third parties. Snappet and its licensors reserve all past, present, and future right, title, ownership, and interest in the Platform, and derivative works thereof (including, but not limited to, all photographs, animations, statistics, graphics, text, user interface, scripts and software used to implement the Platform or any other materials in the Platform), associated copyrights, trademarks, logos, trade secrets, patents, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Platform (collectively, “**Intellectual Property**”). Client understands that, subject to subsection (c) of this Section 2, Snappet and its licensors solely and exclusively owns the Intellectual Property, and Client has no ownership rights to any of Snappet’s Intellectual Property or the Platform,. All rights to the Platform not expressly granted herein are reserved by Snappet.

Client shall abide by all copyright and other intellectual property laws and shall promptly notify Snappet of any unauthorized access or use of the Platform.

(b) License by Snappet. Unless stated otherwise in this Agreement, Snappet grants to Client and its teachers, employees, officials, agents, students, parents, and guardians (each a “Licensed User” and together the “Licensed Users”) the non-exclusive, non-assignable, non-transferable, limited right to access and use for no charge the Platform during the term of this Agreement solely for noncommercial educational purposes and subject to this Agreement. Snappet grants Client and Licensed Users a non-exclusive, non-assignable, non-transferable, limited right to use, download, copy, modify, perform, or display educational materials provided in the Platform for noncommercial, in-class instructional purposes during the term of this Agreement. Client and its Licensed Users may not sub-license, rent, lease, transfer, or otherwise distribute the Platform or any rights to use the Platform (including, without limitation, username, password, and/or any other similar

information) to any third party. Client and Licensed Users agree not to copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Platform or any component of the Platform, except as authorized by Snappet. This limited license shall apply to any updates, upgrades, and/or additional features of the Platform not distributed with a separate license or other agreement.

(c) Ownership and License by Client. Client grants Snappet a limited, transferable license to use and display Client's name and logo to operate the Platform. Client grants Snappet a limited, transferable license to use Protected Student Data (as defined below) as set forth in this Agreement. Client is solely responsible for the selection, compatibility, licensing, development, accuracy, performance, operation, maintenance, and support of all applications, information, software, and data, including any hypertext markup language files, scripts, programs, recordings, sound, music, graphics, or images, that Client or its Licensed Users create, install, upload or transfer on, from or through the Platform (collectively, "Content"). All Protected Student Data transmitted to Snappet pursuant to this Agreement is and will continue to be the property of and under the control of the Client or its school.

(d) Feedback. If Client provides feedback, comments or suggestions for improvements to the Platform (in written, oral, or any other form) ("Feedback"), Client represents and warrants that (a) it may disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. Client (i) acknowledges that Snappet may have something similar to the Feedback already under consideration or in development and (ii) assigns to Snappet its entire right, title, and interest (including any intellectual property rights) in and to Feedback. If any right, title, or interest in the Feedback cannot be assigned under law, Client waives such right, title or interest and consents to any action of Snappet, its service providers, successors, and assigns that would violate such right, title, or interest absent such consent. Client agrees to execute any documents necessary to affect the foregoing assignment, waivers, or consents.

### **3. PLATFORM ACCESS**

(a) Access to the Platform. Client shall limit access to the Platform and Protected Student Data (as defined below), and Snappet Intellectual Property to only Licensed Users to the extent such users require such access to use the Platform in compliance with this Agreement.

(b) Compliance with Agreement and Terms of Use. Client and Licensed Users' use of the Platform must comply with this Agreement and the Snappet Terms of Use (the "Terms of Use"), and as between Snappet and Client, Client is responsible for Licensed Users' compliance therewith. Client will notify Snappet of any known Licensed User violations of the Terms of Use, and Client agrees to cooperate with Snappet in taking reasonable steps to remediate Licensed User violations. Notwithstanding the foregoing, Snappet reserves the right to immediately suspend or terminate any Licensed User in its sole discretion under the Terms of Use. Client shall ensure that all Client employees, contractors and agents shall, comply with all laws, rules and regulations applicable to the use of the Platform.

(c) Client represents and warrants that, prior to deploying the Platform, it will provide sufficient notice and disclosure of the terms of this Agreement, and obtain and maintain all necessary rights and consents, either from each Licensed User, or where necessary, each Licensed User's parent or legal guardian, to allow Snappet to: (i) provide and improve the Platform in accordance with this Agreement; and (ii) receive Licensed User data that may arise as part of the provision of the Platform. You must keep all consents on file and provide them to us if we request them.

### **4. RESTRICTIONS ON USE**

(a) General. Client may not license, sell, rent, lease, assign, distribute, host or otherwise commercially exploit or make available the Platform to third parties (other than those who may be Licensed Users, as defined in this Agreement), except as specifically permitted under the terms of this Agreement.

(b) Duties of Client. Client shall use commercially reasonable efforts to ensure Licensed Users and third parties do not: (i) remove or alter any of Snappet's Intellectual Property from the Platform (including, but not limited to, Snappet's

trademarks and/or logos, any legal notices in the Platform, and/or any related assets); (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Platform, or any component thereof, or to build or support (and/or assist a third-party in building or supporting) products or service in competition with Snappet, by any means; (iii) reproduce the Platform in any form or by any means, except as may be necessary to receive the services set forth in this Agreement; (iv) attempt to create a substitute or similar service through the use of, or access to, the Platform; (v) copy any of Snappet's Intellectual Property in the Platform to develop, build, or support a competitive product; or (vi) use any of Snappet's Intellectual Property in any manner that creates the impression that such Intellectual Property belongs to or is associated with Client.

(c) Remedying Violations. Client acknowledges that, if it knowingly, intentionally or negligently violates this Section 4, Snappet may suspend Client's license to the Platform, in whole or in part, until the violation is stopped. Snappet shall work with Client to address any violations of this Section in as direct and narrow a way as possible. For instance, if one Licensed User is responsible for the violation, that one Licensed User's license shall be suspended or terminated to stop the violation. If Client fails to correct the violation after reasonable notice from Snappet, Snappet may terminate Client's license to the Platform, in whole or in part, as necessary to stop the violation. Client agrees and acknowledges that if Client or any of its teachers, employees, officials, agents, students, parents, and guardians, including Licensed Users, violates this Section, Snappet shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions.

## 5. DATA PRIVACY

(a) Protection of Student Data. Snappet and Client acknowledge that provision of the Platform may require Snappet to collect, process, store, or view information that identifies or is linked to a specific student Licensed User, including Education Records or Personally Identifiable Information in such Education Records, as such terms are defined in in 34 CFR § 99.3, whether created or submitted by Client or Licensed Users or is gathered by Snappet through operating the Platform (collectively, "Protected Student Data") such as a name, address, student identification number, phone number, email address, gender, date of birth, ethnicity, race, disabilities, school, grade, grades and grade point averages, grade level promotion and matriculation, coursework, test scores, assessment data, highest grade completed, attendance, school discipline history, narratives input by students about their own goals and learning plans, communications with teachers and other students, notes and feedback to or about students, observations from students' mentor about individual students, college admission test scores, AP and IB test information, college eligibility and acceptance, and employment.

(b) Protection of De-Identified Data. "De-Identified Data" is information with all direct and indirect personal identifiers removed so the data cannot reasonably be used to identify or contact a student or Licensed User. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, and school ID. Snappet agrees not to attempt or have any third party attempt to re-identify De-Identified Data absent the express written consent of the Client.

(c) Snappet's Use of Protected Student Data. Snappet will comply with its posted Privacy Policy in providing the Platform. If there is a conflict between this Agreement and the Privacy Policy, this Agreement control. Snappet shall only use Protected Student Data to operate and improve the Platform and shall not disclose Protected Student Data except to those of its officers, agents, employees, service providers, and partners who need to access it for the purpose. The limitations on the use of Protected Student Data in this Section do not apply to Snappet using Protected Student Data to (i) share with Client leaders, teachers, and other school employees for use in supporting students and making data-informed decisions; (ii) communicate with Licensed Users in response to requests in connection with providing the Platform; (iii) evaluate the efficacy of the Platform on learning outcomes; (iv) improve the Platform and its features; (v) administer surveys of Licensed Users within the Platform; (vi) provide curricula choices or recommendations to teachers within the Platform; (vii) maintain the security of the Platform, troubleshoot, and perform audits; (viii) drive learning engagement and progress via suggestions to teachers and students or other Licensed Users; (ix) protect or defend the rights, safety, or property of Snappet or Client; and (x) comply with any law enforcement, legal, or regulatory process. Should a third party (excluding Snappet's agents, employees, service providers, or partners) including law enforcement and government entities, contact Snappet with a request for Protected Student Data held by Snappet pursuant to this Agreement, Snappet shall redirect the

third party to request the Protected Student Data directly from the Client. Snappet shall notify the Client in advance of a compelled disclosure to a third party unless legally prohibited.

(d) Application of FERPA and Compliance with Federal and State Laws. If Protected Student Data includes personally identifiable information from education records subject to the Family Educational Rights and Privacy Act (“FERPA”), Client and Snappet agree that Snappet is a “School Official” (as that term is used in FERPA and its implementing regulations) with a legitimate educational interest performing services otherwise provided by the Client or its schools. Client shall not take any action or fail to take any action that could cause Snappet or any third party to violate any laws, rules, or regulations governing the privacy and security of Protected Student Data, including without limitation FERPA. Snappet shall comply with federal and state laws, including the laws of the state in which the Client is located, to the extent such laws govern Snappet’s operation of the Platform. Snappet further agrees not to copy or reproduce in any manner Protected Student Data without the prior written consent of Client, except (1) where required for its own internal use strictly under this Agreement or (2) if applicable law permits where Snappet has received consent from a student Licensed User’s parent or guardian or a student Licensed User at least 18 years of age or the age of majority in the student Licensed User’s jurisdiction of residence.

(e) Data Security.

- (i) Transmitting and Storing Protected Student Data. When transmitting and storing Protected Student Data, Snappet shall use commercially reasonable best efforts, but at a minimum with no less protection than Snappet uses to protect its own confidential information, and shall:
- When mailing physical copies Protected Student Data, send the Protected Student Data in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
  - Only electronically transmit, or mail or store on electronic media, such as CDs, DVDs, electronic tape, flash drives, etc., Protected Student Data, if the Protected Student Data is encrypted. Encryption must utilize the Advanced Encryption Standard (“AES”) algorithm with a key of 256 bits or greater (“Encrypt”). Any media containing Protected Student Data shall only be mailed under this Section;
  - Use commercially reasonable best efforts, such as encryption and authentication, to distribute passwords;
  - Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Protected Student Data under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Snappet shall not leave Protected Student Data unsecured and unattended at any time;
  - Password protect any desktop, laptop or any other device that contains Protected Student Data. And any desktop or laptop that contains Protected Student Data shall have its full hard drive Encrypted. Snappet shall leave no desktop, laptop, or any other device unattended without enabling a screen-lock or otherwise blocking access to the desktop, laptop, or other device. Snappet shall ensure that no password or other information sufficient to access a desktop, laptop, or other device containing Protected Student Data is attached to or near the desktop, laptop, or other device at any time; and
- (ii) Security Controls. Snappet will train responsible individuals and implement other reasonable controls designed to protect the security and confidentiality of Protected Student Data and prevent use of Protected Student Data by any third party, except as otherwise permitted under this Agreement. Snappet shall use commercially reasonable best efforts to store and process Protected Student Data, but at a minimum with no less protection than Snappet uses to protect its own confidential information. Snappet shall use appropriate administrative, physical, and technical safeguards to secure Protected Student Data from unauthorized access, disclosure, and use. And Snappet shall:

- Securely transmit and store all Protected Student Data, using secure transportation protocols such as HTTPS when in transit;
- Adopt and implement industry recognized security practices to establish secure application(s), network, and infrastructure architectures;
- Employ appropriate intrusion detection, monitoring and logging capabilities to detect and respond to potential security breach attempts;
- Conduct testing of new functionalities to reconfirm system security measures are retained and functional;
- Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner;
- Adopt a written incident response plan (the “Incident Response Plan”), which it shall provide to Client upon request;
- Implement appropriate identification and authentication methods such as reasonable industry practices on password management and other commonly accepted methods;
- Securely transmit login credentials, authenticate users, and store user passwords;
- Employ “data at rest” encryption to protect Protected Student Data stored on Devices; and
- Back-up Protected Student Data daily and adopt and implement a disaster recovery plan.

(f) Unauthorized Access, Use, and Disclosure. If either Party discovers any incident that involves, or which the Party believes may involve, the attempted or successful unauthorized access, use, loss, modification and/or disclosure of Protected Student Data or Confidential Information (defined below) (each, a “**Security Incident**”), such Party shall: (i) notify the other Party when reasonably practicable under applicable state law; (ii) take prompt and action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the other Party and any government authorities regarding the investigation and mitigation of the Security Incident, including the discharge of the other Party’s duties under the law; and (iv) take such other actions to remedy the Security Incident including notifying the affected persons if required under any federal or state law. Notwithstanding the foregoing, Snappet will bear no financial responsibilities in connection with Security Incidents caused by the willfulness, recklessness, or negligence of Client or any of its Licensed Users.

(g) Dissemination of Protected Student Data. Snappet shall not disseminate, sell, trade, or otherwise transfer any Protected Student Data to a third party without the prior written consent of Client unless (1) required to perform the services under this Agreement and (2) necessary to operate the Platform under this Agreement. If Snappet is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Protected Student Data that may be in Snappet’s possession as a result of providing the Platform under the Agreement, Snappet shall immediately give notice via electronic communication to Client’s contact person as designated in the agreed Sales Quote or later updated (“Client’s Contact Person”) with the understanding that Client shall have the opportunity to contest such process by any means available to it before submission of any documents to a court or other third party. Snappet shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

The prohibition on disseminating Protected Student Data does not apply to the purchase or acquisition (or contemplation thereof) of Snappet by another entity or the merger of Snappet with another entity; provided, however, that Snappet or successor entity shall be subject to this Agreement with respect to Protected Student Data. The prohibition on disseminating Protected Student Data does not apply to the access to or disclosure of Protected Student Data to authorized

Licensed Users, parents or legal guardians as contemplated in Section 6(h) below or in connection with operating or improving the Platform.

(h) Access, Correction, and Deletion of Student Protected Data. Snappet will provide Client with access to Protected Student Data in accordance with Client's legal requirements. The Parties will work together to offer Licensed Users, parents, and guardians tools to access, correct, or delete Protected Student Data, consistent with law. Snappet will document the identity of all persons who have the ability to access Protected Student Data through Snappet. In the event that a parent of a student or other individual contacts Snappet seeking to access, correct, or delete any of the Protected Student Data transmitted under this Agreement, Snappet shall refer the parent or individual to the Client or school, which will follow the necessary and proper procedures regarding the requested information.

(i) Additional Obligations Regarding Treatment of Protected Student Data. Snappet agrees to these obligations when handling Protected Student Data:

- **Restrictions on Use of Protected Student Data**. Snappet shall not use Protected Student Data, including persistent unique identifiers to amass a profile about a Client student or otherwise identify a Client student except to further educational purposes. Snappet will use Protected Student Data only to fulfill its duties and delivering the Platform under this Agreement, and for improving the Platform so it does not otherwise violate this Agreement regarding the treatment of Protected Student Data.
- **Limited Collection of Protected Student Data**. Snappet will collect only Protected Student Data to operate the Platform and to fulfill its duties as outlined in this Agreement.
- **No Marketing and Advertising to Students, Parents or Guardians by Snappet**. Snappet shall not serve behaviorally targeted advertising or marketing to a Client student or his/her parents/guardians when the advertising or marketing is based upon any of that student's Protected Student Data that Snappet has acquired through the Platform.
- **No Marketing and Advertising to Students, Parents or Guardians by Subcontractors, Service Providers or Partners**. Snappet shall prohibit subcontractors, service providers and partners it works with to help run the Platform from using Protected Student Data from the to advertise or market to Client students or their parents/guardians.
- **No Data Mining for Non-Educational Purposes**. Snappet shall not mine Protected Student Data for any purposes other than operating and improving the Platform or as agreed to by the Parties.
- **Rights and License in and to Protected Student Data**. All rights, including all intellectual property rights, associated with Protected Student Data shall remain the exclusive property of the Client. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Client releases any ownership or control of Protected Student Data during the performance of the services and delivery of the Platform under this Agreement. Protected Student Data shall remain under the control of the Client throughout the Term of this Agreement. Snappet has a limited, nonexclusive license to use the Protected Student Data solely to perform its obligations as outlined under the Agreement. This Agreement does not give Snappet any rights, implied or otherwise, to Protected Student Data, content, or intellectual property except as expressly stated in this Agreement.
- **Flowing Obligations to Employees, Agents, and Subcontractors, Service Providers, and Partners**. Snappet shall ensure that its employees, agents, subcontractors, service providers, and partners, and the employees and agents of the subcontractors, service providers, and partners that Snappet works with to operate the Platform and otherwise perform services under this Agreement shall receive only such Protected Student Data necessary for the operation and improvement of the Platform under this Agreement and abide by and undertake the same obligations, terms, and conditions as agreed to in this Agreement by Snappet.

- **Training:** Snappet shall train responsible individuals in data privacy and security, including requirements of applicable federal and state laws and the obligations imposed by this Agreement.

(j) Use of De-Identified Data. Snappet may use De-Identified Data for product development, research, or other purposes, including the development and improvement of the Platform. Snappet may use De-Identified Data to demonstrate the effectiveness of Snappet’s products or services, including in its research or marketing. Snappet agrees not to attempt to re-identify De-Identified Data. Snappet may not include Client’s name in its research or marketing without the prior express written consent of the Client’s Contact Person. Snappet will not disclose to any third party, excluding subcontractors, service providers, and partners, that Client utilizes the Platform without the prior express written consent of the Client’s Contact Person. And the research and marketing shall not identify or suggest that Client or any of its students, employees, agents, or subcontractors approve of, recommend, vouch for, or otherwise take any position or are affected by the use of the Platform without the prior express written consent of the Client’s Contact Person. Snappet’s use of such De-Identified Data shall survive termination of this Agreement or any request by Client to return or destroy Protected Student Data.

(k) Publicity. Snappet shall not issue publicity news releases, grant press interviews, or use any Protected Student Data or Content, including but not limited to Client’s logos, during or after the performance or delivery of the Platform without the prior express written consent of the Client’s Contact Person. Snappet may not photograph or film or cause others to photograph or film within any Client facility without the prior express written consent of Client.

(l) Separate Account. If materials or content created by a student within the Platform (“Student Generated Content”) are stored or maintained by Snappet, Snappet shall, at the request of the Client or the appropriate school, transfer, or provide a mechanism for the Client or appropriate school to transfer, this Student Generated Content to a separate account created by the student.

(m) Destruction of Protected Student Data. Snappet shall, at Client’s or the appropriate school’s option, destroy part or all Protected Student Data within a reasonable time period following a written request. If no written request is received, Snappet shall destroy all Protected Student Data within a reasonable time following the termination of this Agreement, where applicable law requires, or when the Protected Student Data is no longer needed. If Client submits a written request to have Snappet destroy the Protected Student Data, Snappet shall provide an affidavit attesting to such destruction. If Client grants Snappet additional time to retain Protected Student Data after the expiration or termination of this Agreement, the obligations regarding the protecting, handling, transmitting, and storing of such Protected Student Data in this Agreement shall continue to apply and be in effect. Snappet shall delete a specific student’s Protected Student Data upon receipt of written request of the Client.

Snappet will ensure that all Protected Student Data in the possession of agents, subcontractors, service providers, or partners to whom Snappet may have transferred Protected Student Data, are destroyed at the direction of Client when Protected Student Data is no longer needed for its specified purpose.

## 6. CONFIDENTIAL INFORMATION

(a) Confidential Information Defined. “Confidential Information” includes, without limitation, all technical and non-technical information provided by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) that is (a) designated as confidential at the time of disclosure, or (b) should reasonably be understood to be confidential given the information and the circumstances surrounding its disclosure. Except as provided in this Agreement, all technical and non-technical information about or related to Snappet’s products, services, online properties, financial data, intellectual property, and business and marketing plans shall be deemed Snappet Confidential Information.

(b) Non-Confidential Information. Confidential Information includes no information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party before its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party who rightfully possesses the information without confidential or proprietary restrictions; or (iv) was independently developed by the Receiving Party.

(c) Protection of Confidential Information. Each Party to this Agreement agrees that it will not publish, communicate, divulge, or disclose to any person, firm, or corporation any Confidential Information of the other Party, except as necessary in the performance of this Agreement or with such Party's written consent. The Receiving Party shall only use the Disclosing Party's Confidential Information to the extent necessary to fulfill its obligations under this Agreement. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity except to its own employees, subcontractors, service providers, or partners who have a need to know and are bound by non-disclosure obligations that are no less restrictive than those set forth in this Agreement. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care).

(d) Requests for Confidential Information. If either Party receives a request for the other Party's Confidential Information, including, with respect to Snappet's Confidential Information, a request under the Freedom of Information Act or a similar state records law, or by the order or a court of similar judicial or administrative body, the Receiving Party shall notify the Disclosing Party of such request promptly and in writing and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such requested disclosure. Each Party agrees that it will furnish only that portion of the Confidential Information legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information and other information being disclosed.

## **7. CHANGES TO THE PLATFORM**

Occasionally, Snappet may update or perform maintenance on the Platform. Snappet shall have the right to revise or update the functionality and look of the Platform from time to time in its sole discretion. Client agrees that Snappet shall not be liable to Client or any third party for any modification, suspension or termination of the Platform. Snappet shall provide advance notice via electronic communication to Client's Contact Person when the functionality, look, or operation of the Platform will be updated or revised in a manner that would be considered a material or significant change to the Platform. Occasionally, Snappet may develop optional or beta features for the Platform. If an optional or beta feature is added to the Platform, Snappet will notify the Client's Contact Person of the optional or the beta feature and the Client's ability to activate or deactivate the feature. Snappet commits to ensuring the continued availability and basic functional performance of the Platform, regardless of any updates that may be implemented, other than standard maintenance during the summer or as set forth in Section 13(I).

## **8. LINKS AND OTHER THIRD-PARTY MATERIALS**

Certain content, components, or features of the Platform, or data contributed by Licensed Users may include materials from third parties and/or hyperlinks to other web sites, resources or content (together, "third-party materials"). Because Snappet may have no control over such third parties and/or materials, Client acknowledges and agrees that Snappet is not responsible for the availability of such third-party materials and shall in no way be liable or responsible for any third-party materials on or available from such third-party materials used by Client or Client's Licensed Users.

## **9. TERM AND TERMINATION**

(a) Term. This Agreement shall commence and end on the dates as specified in the Sales Quote.

(b) Breach of Agreement. Either Party (the "Non-breaching Party") may terminate this Agreement, effective immediately upon delivery of written notice to the other Party ("Breaching Party") if the Breaching Party materially breaches any provision and does not cure the breach within thirty (30) days after receiving written notice thereof from the Non-breaching Party.

(c) Details about term and pricing are described in the Sales Quote Refer to schedule In the event of termination, the following provisions will survive: Section 2 (Intellectual Property and Licenses), Section 6 (Data Privacy), Section 7 (Confidential Information), Section 11 (Warranty Disclaimers), Section 12 (Limitation on Liability), Section 13 (Indemnification), Section 14 (Notices), Section 15 (Governing Law), and Section 16 (General Provisions).



## 10. FEES AND PAYMENT

(a) Payment of Fees. Specifics about pricings and fees are agreed upon in the Sales Quote. Client will pay all fees when due. Client agrees that its payment obligations are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Snappet regarding future functionality or features.

(b) Taxes. The fees charged to Client are exclusive of taxes. Except for those taxes based on Snappet's net income, Client will be responsible for all applicable taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Should any payment for the Platform be subject to withholding tax by any government, Client will reimburse Snappet for such withholding tax.

(c) Suspension of Account for Failure to Pay. Snappet reserves the right to suspend Client and its Licensed User's use of the Platform, in addition to all of its other rights and remedies, if Client's account becomes overdue and is not brought current within thirty (30) business days following notice of past due account from Snappet.

## 11. WARRANTY DISCLAIMERS

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PLATFORM, SOFTWARE, AND ANY ASSOCIATED CONTENT ARE PROVIDED ON AN "AS AVAILABLE" BASIS. SNAPPET AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, "SNAPPET" FOR THE PURPOSES OF SECTIONS 12 AND 13 HEREIN) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND NON-INFRINGEMENT. IN PARTICULAR, SNAPPET MAKES NO WARRANTY THAT (I) THE PLATFORM WILL MEET CLIENT'S REQUIREMENTS; (II) CLIENT'S USE OF THE PLATFORM WILL BE TIMELY, UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, LOSS, CORRUPTION, ATTACK, VIRUSES, OR HACKING; (III) ANY INFORMATION OBTAINED BY CLIENT AS A RESULT OF THE PLATFORM WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO CLIENT AS PART OF THE PLATFORM WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS ACCESSED AT CLIENT'S AND LICENSED USERS' OWN DISCRETION AND RISK, AND CLIENT AND ITS LICENSED USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S OR ITS LICENSED USERS' DEVICES, COMPUTERS, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Client acknowledges that Snappet is not responsible or liable in any way for any Content provided by Client or its Licensed Users. However, Snappet has the right, but not the obligation, to determine whether content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove content at any time, without prior notice and in its sole discretion, if such content is found to be in violation of this Agreement or a third party's intellectual property rights, illegal, or otherwise objectionable.

## 12. LIMITATIONS ON LIABILITY

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 13, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. SNAPPET SHALL NOT BE LIABLE FOR CLIENT'S INABILITY TO USE THE PLATFORM DUE TO (I) SCHEDULED DOWNTIME, WHICH SNAPPET WILL ATTEMPT TO SCHEDULE WHEN DISTRICT SCHOOLS ARE NOT IN SESSION AND ABOUT WHICH SNAPPET WILL GIVE CLIENT 14 DAYS ADVANCE WRITTEN NOTICE; (II) UNAVAILABILITY DUE TO FACTORS OUTSIDE OF SNAPPET'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF GOVERNMENT, FLOOD, FIRE, EARTHQUAKES, CIVIL UNREST, ACTS OF TERROR, STRIKES OR OTHER LABOR PROBLEMS (OTHER THAN THOSE INVOLVING SNAPPET'S EMPLOYEES); (III) UNAVAILABILITY THAT RESULTS FROM EQUIPMENT AND/OR SOFTWARE OF THIRD PARTIES WHERE SUCH EQUIPMENT AND/OR SOFTWARE IS NOT WITHIN THE REASONABLE CONTROL OF SNAPPET; (IV) UNAVAILABILITY CAUSED BY ABUSE OR MISUSE OF THE PLATFORM (OR ANY COMPONENT THEREOF) BY CLIENT OR ITS LICENSED USERS; OR (V) UNAVAILABILITY CAUSED BY USE OR MAINTENANCE OF

THE PLATFORM BY CLIENT IN A MANNER NOT MATERIALLY CONFORMING TO THE GUIDANCE PROVIDED BY SNAPPET OR IN THE AGREEMENT. SNAPPET'S AGGREGATE LIABILITY TO THE CLIENT UNDER ANY THEORY OR FOR ANY REASON SHALL NOT EXCEED THE FEES PAID BY THE CLIENT FOR THE PLATFORM GIVING RISE TO SUCH CLAIM FOR THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE.

### 13. INDEMNIFICATION

(a) Indemnification of Client. Snappet shall defend, indemnify, and hold harmless Client, its officers, employees, and agents, assignees and successors-in-interest from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of Snappet's performance under this Agreement, provided such losses, expenses, damages and liabilities are not caused by the negligence, recklessness, or willful misconduct of the Client, its officers, employees, and agents. Such indemnification shall be subject to the limitation of liability in Section 13.

(b) Indemnification of Snappet. To the extent permissible under applicable state law, Client shall defend, indemnify and hold Snappet, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Client, its officers, employees, or agents. Such indemnification shall be subject to the limitation of liability in Section 13.

(c) Status and Defense of Claims. The indemnifying Party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the indemnified Party, at its expense, to participate in the defense or settlement of the claim, provided, however that the indemnifying Party has the sole control of the defense. The indemnified Party shall reasonably cooperate with the indemnifying Party in defending the action, and the indemnifying Party will not agree to settle or otherwise resolve the action without the consent of the indemnified Party, which consent shall not be unreasonably withheld.

### 14. NOTICES

(a) General. Unless stated otherwise in the Agreement, all notices required by or relating to this Agreement shall be in writing sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed as set forth below or addressed to such other address as that Party may have given by written notice in accordance with this provision:

If to Snappet:                      Martijn Allesie  
   Snappet Inc  
   East 45<sup>th</sup> Street, Suite 9E  
   New York, NY 10017  
   [support@snappet.org](mailto:support@snappet.org)

If to Client:                         the information provided in the pilot request or updated by sending a notice to Snappet.

All notices, communications, or consents required by or relating to this Agreement may also be communicated by electronic mail, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Notices shall be effective three (3) business days after receipt of delivery by the U.S. Post Office or one (1) day after deposit with a commercial overnight courier.

(b) Contact Person. Any notices, communications, or consents required by or relating to this Agreement from Snappet to the Client will be sent to the attention of Client's Contact Person. Client's Contact Person may act on behalf of the Client and to decide for the Client.

## 15. GOVERNING LAW

This Agreement will be governed by and construed under the laws of the State of New York. The Parties further submit to and waive any objections to the personal jurisdiction of and venue in New York, New York for any litigation arising out of this Agreement.

If Client is a United States public and accredited educational institution, then (a) this Agreement will be governed and construed under the laws of the state (within the United States) in which Client is domiciled, except that body of law concerning conflicts of law; and (b) any litigation or other dispute resolution between Client and Snappet arising out of or relating to this Agreement, the Platform or Client's relationship with Snappet will take place in federal court within the Southern District of New York, and Client and Snappet consent to the personal jurisdiction of and exclusive venue of the Southern District of North York unless such consent is prohibited by the laws of the state in which Client is domiciled.

## 16. GENERAL PROVISIONS

(a) Entire Agreement. This Agreement, which incorporates the pilot request, constitutes the final and entire agreement between the Parties regarding its subject matter, and supersedes all other related oral or written agreements or policies.

(b) Relationship of the Parties. This Agreement will not be construed as creating any agency relationship, or a general partnership, limited partnership, limited liability partnership, joint venture, fiduciary duty, or any other form of legal association between Client and Snappet, and Client will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any third parties. Neither Party will make any commitment, by contract or otherwise, binding upon the other Party or present it has the authority to do so.

(c) Assignment; Resale; No Waiver. This Agreement will be binding upon and inure to the benefit of all of Snappet's and Client's successors and assigns, which will be bound by all of the obligations of their predecessors or assignors. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing and signed by a duly authorized representative of Snappet, and no single waiver will constitute a continuing or subsequent waiver.

(d) Modifications and Severability. This Agreement may be modified only: (a) by a written amendment signed by both Parties, or (b) to the extent expressly permitted by this Agreement (e.g., by Snappet upon notice to Client). If Client refuses to accept such changes, Snappet may terminate this Agreement under Section 10. If any provision is found to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid and such provision is to be changed and interpreted to best accomplish the objectives of such provision within the limits of law.

(e) Material Modifications to Privacy Policy. If Snappet makes any material changes to its Privacy Policy, it shall provide advance notice via electronic communication to Client's Contact Person at least seven business days before the effective date of such changes.

(f) Material Modifications to End User Terms and License Agreement. If Snappet makes any material changes to its Terms of Use, it shall provide advance notice via electronic communication to Client's Contact Person at least seven business days before the effective date of such changes.

(g) Equitable Relief. Client acknowledges that a breach of Sections 3 (Intellectual Property and Licenses), 4 (Platform Access), 5 (Restrictions on Use), or 7 (Confidential Information) may cause Snappet irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Client will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other

relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies will not be exclusive but will be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(h) Controlling Agreement. Snappet acknowledges and agrees that the terms and conditions of this Agreement represent the entire agreement of the Parties for the services. Specifically, if there is a conflict between this Agreement and the Privacy Policy or Terms of Use, the terms of this Agreement shall control. No additional terms or conditions beyond those specifically stated in this Agreement shall apply to the Client unless a written amendment to this Agreement is made and signed by both parties and an individual authorized by Client.

(i) Right of Entry. If Snappet or any of its officers, employees, subcontractors or agents, performing services requires entry to a Client property in connection with the performance of the services, Client agrees to grant permission subject to the terms and conditions contained in this Agreement and the rules established by the Client and principal, vice principal, or authorized representative of the facility. Snappet shall provide advance notice via electronic communication to Client's Contact Person whenever applicable of any such intended entry. Consent to enter upon a site given by the Client shall not create, nor be deemed to imply, the creation of any additional responsibilities by the Client. Snappet shall use, and shall cause each of its officers, employees, subcontractors and agents to use the highest degree of care when entering upon any property owned or operated by the Client in connection with the services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, Section 14 (Indemnification) of this Agreement.

## SNAPPET TERMS OF USE

**IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE BINDING ARBITRATION AND CLASS ACTION WAIVER SECTION IN SECTION 11 BELOW.**

**PLEASE NOTE THAT YOUR USE OF AND ACCESS TO THE PLATFORM (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE PLATFORM OR HARDWARE IN ANY MANNER.**

**Effective Date: February 5<sup>th</sup>, 2024**

Snappet Inc. (“Snappet,” “we,” “us”) provides the Snappet platform (“Platform”) directly to school districts and schools or directly to individual users and teachers (in both cases referred to as “Client”).

For individual users or teachers, these terms govern your access to and use of the Platform as a Supplemental service and you represent that you have authority to use the Platform within your school and that your Platform account’s email address is allowed to be used for that purpose.

For school districts or schools, the Platform is provided pursuant to separate client agreements that permit the Client to offer the Platform and allow Snappet to collect and use certain information for the Client’s educational purposes. The Client authorizes their teachers, employees, officials, agents, students, parents, and guardians (collectively, “Users” or “you”) to use the Platform. These Terms also govern your use of Snappet-supplied devices (“Devices” or “Hardware”) if applicable.

### **1. ACCEPTANCE OF TERMS**

By accessing or using the Platform or Hardware, you acknowledge you have read and agree to these Terms, which are a legal contract between you and Snappet. If you accept these Terms on behalf of a Client as an authorized representative thereof, you represent that Client has executed a Client Agreement and you have the authority to bind such entity to the Terms, in which case the terms “you”, “your” shall refer to such entity.

Users are also subject to the Privacy Policy (<https://snappet.org/privacy/>) and any posted guidelines, policies or rules applicable to specific features of the Platform or Hardware, which may be posted from time to time, which are hereby incorporated by reference

Except for Section 11, providing for binding arbitration and a waiver of class action rights, Snappet reserves the right to modify or replace these Terms at any time. The most current version of these Terms will be accessible through the Platform and through Snappet’s website at <https://snappet.org/terms/>. Other than changes required by law or for non-material or administrative reasons (all of which become effective immediately upon being posted), changes shall be effective ten days after they are posted online. Continued use of the Platform or Hardware following Snappet’s posting of changed Terms constitutes your acceptance of the changed Terms. If you do not agree to the changes, please stop using the Platform and Hardware.

### **2. THE PLATFORM AND HARDWARE**

#### **2.1 License to Use the Platform and Hardware**

Snappet hereby grants you the non-exclusive, non-assignable, non-transferable, limited right to access and use the Platform and Hardware solely for noncommercial educational purposes and subject to these Terms. You may not sublicense, rent, lease, transfer, or otherwise distribute the Platform or Hardware or any rights to use the Platform or Hardware (including, without limitation, your username, password, and/or any other similar information) to any third

party. You agree not to copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Platform or Hardware or any component thereof, except as expressly authorized by Snappet. This limited license shall apply to any updates, upgrades, and/or additional features of the Platform or Hardware that are not distributed with a separate license or other agreement.

## 2.2 Intellectual Property

Except as expressly licensed to you herein, all content, information, materials, computer code, and software that is part of the Platform or Hardware is the property of Snappet or third parties. Snappet and its licensors reserve all past, present, and future right, title, ownership, and interest in the Platform and Hardware (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials in the Platform), associated copyrights, trademarks, logos, trade secrets, patents, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Platform (“**Intellectual Property**”). You understand that Snappet and its licensors solely and exclusively own the Intellectual Property, and you have no ownership rights to any of our Intellectual Property, the Platform, or Hardware. All rights to the Platform not expressly granted herein are reserved by Snappet. The Platform and Hardware may contain material derived in whole or in part from material supplied by Snappet as well as other sources, and such material is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. You agree to abide by all applicable copyright and other intellectual property laws.

You agree to protect Snappet’s Intellectual Property and proprietary rights as well as any other company’s proprietary rights, and notify us of any unauthorized access or use of the Platform and Hardware.

## 2.3 Restrictions on Use

You agree not to, and shall use commercially reasonable efforts to ensure that third parties do not:

- (a) license, sell, rent, lease, loan, assign, distribute, host or otherwise commercially exploit, make available, or sell access to the Platform or Hardware to third parties except as specifically permitted under these Terms;
- (b) use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Platform or Hardware for any purposes other than as expressly permitted under this Agreement;
- (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Platform, Hardware, or any component thereof;
- (d) build or support (and/or assist a third-party in building or supporting) products or services in competition with Snappet, by any means whatsoever or access the Platform or Hardware to build a product using similar ideas, features, functions, interface or graphics of the Platform or Hardware;
- (e) remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Platform, Hard, or any related assets or otherwise use the Platform in any manner that creates the impression that such belongs to you or that your use is associated with or with Snappet’s consent except as otherwise provided herein; or
- (f) circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Platform or the Content.

## 2.4 Changes to the Platform

Snappet shall have the right to revise or update the functionality and look of the Platform and Hardware from time to time in its sole discretion. Snappet may suspend or discontinue the Platform or Hardware at any time in its sole discretion. Snappet shall not be liable to you or any third party for any modification, suspension or termination of the Platform or Hardware.

## **2.5 Feedback on the Platform**

If you provide feedback, comments or suggestions for improvements to the Platform or Hardware (in written, oral, or any other form) (“Feedback”), you represent and warrant that you (a) have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. You (i) acknowledge that Snappet may have something similar to the Feedback already under consideration or in development, and (ii) assign to Snappet your entire right, title, and interest (including any intellectual property rights) in and to Feedback. To the extent that any right, title, or interest cannot be assigned under applicable law, you hereby grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works from, publish, distribute and sublicense the Feedback without any compensation, and waive any right, title or interest and consent to any action of Snappet, its service providers, successors, and assigns that would violate such right, title, or interest in the absence of such consent. You agree to execute any documents necessary to effect the foregoing assignment, waivers, or consents.

## **3. YOUR USE OF THE PLATFORM AND HARDWARE**

### **3.1 Account Registration & Access**

You may be required to register for need an account (“Account”) to access the Platform and/or Hardware. When you register for an Account or when a Client or other user creates an Account for you, you agree to provide accurate, current, and complete information about yourself as requested or directed and to promptly update this information to maintain its accuracy. You are responsible for maintaining the confidentiality of any password and username that you are given or select, and you are responsible for all activities that occur under your password or account.

Snappet reserves the right to refuse registration of or cancel an Account in our sole discretion. You may not select or use as an Account a name of another person with the intent to impersonate that person or transfer your account to anyone without express prior written consent of Snappet. Snappet is not liable for any losses by any party caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of Snappet or others due to such unauthorized use.

You agree to (a) immediately notify Snappet of any unauthorized use or breach of security of your account or a student’s personally identifiable information, and (b) ensure that you properly log out from your account at the end of each session.

Client may grant permission to Users to have Accounts and use the Platform and Hardware. Client or Client personnel understand and acknowledge that student Users are not authorized to use the Platform or Hardware unless a Client or their employer has granted permission to such student Users to have Accounts and use the Platform and Hardware. If Accounts are created for student Users, Client or Client personnel acknowledge and agree to have authority from the Client or their employer to do so.

Client will be solely responsible (and hereby agrees that Snappet is not responsible) for: (1) providing any legally required notices and obtaining any necessary permissions, including permissions under COPPA for children under 13 years of age for student Users to use the Platform; and (2) providing any legally required means for a parent or legal guardian to review or correct any student data in the Platform. Under no circumstances will Snappet be liable for the Client’s or Client personnel’s failure to consult relevant authorities and administrators or for failing to obtain permission when required.

### **3.2 Acceptable Use of the Platform**

You agree that you will not use the Platform or Hardware to do any of the following or take action that results in any of the following:

- (a) Making defamatory statements regarding Users, other persons, or entities, or using the Platform or Hardware in a commercially unreasonable manner or in any manner that would harm or disparage Snapper or the Platform or Hardware;

- (b) Doing anything or posting information that is abusive, harmful, threatening, harassing, defamatory, bullying, stalking, or otherwise objectionable;
- (c) Doing anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory, obscene, hateful, or sexually-explicit;
- (d) Degrading others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification or otherwise posting or approving content that: is hate speech, discriminating, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- (e) Violating a person’s right to privacy or publicity or otherwise collecting, using, or disclosing data, including personal information, about other Users without consent or for unlawful purposes in violation of any applicable international, federal, state or local law, statute, ordinance or regulation (“Law”);
- (f) Infringing on, misappropriating or otherwise violating the copyright, trademark, patent or other intellectual property right of any person, including rights in content available through the Platform or Hardware without prior written permission of Snappet or the User, as applicable;
- (g) Collecting, soliciting, or otherwise obtaining login information or accessing an Account belonging to someone else;
- (h) Accessing (or attempting to access) any service on the Platform or Hardware by any means other than as permitted in this Agreement or operating the Platform or Hardware on any computers or accounts on which you do not have permission to operate;
- (i) Violating any applicable Law, or advocating illegal activity;
- (j) Using the Platform or Hardware in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Platform or Hardware, including any User submission, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. Snappet absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your User registration information, to law enforcement, including the National Center for Missing and Exploited Children;
- (k) Facilitating or encouraging any violations of the Terms, the Privacy Policy (<https://snappet.org/privacy/>) or our other policies and guidelines;
- (l) Interfering with the operation, appearance, security or functionality of the Platform or Hardware;
- (m) Advertising, soliciting, or transmitting commercial advertisements or any other unsolicited messages regardless of the medium;
- (n) Misrepresenting your affiliation with a person or entity, or impersonating any person or entity;
- (o) Impersonating a Snappet employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity;
- (p) Uploading viruses or other malicious code, files, or programs;
- (q) Disabling, overburdening, or impairing the proper working of the Platform;
- (r) Soliciting personal or sensitive information from other Users such as address, credit card or financial account information or passwords;
- (s) Using automated means, including spiders, robots, crawlers, data mining tools, or the like to download, scrape, or mirror data from the Platform or Hardware, including any Content or information, or otherwise access the Platform or Hardware; or
- (t) Employing misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Platform or Hardware.

If you violate any of these rules or use the Platform in any way that is not authorized, we may, in our sole discretion, remove your Content from the Platform, block access to the Platform, and/or terminate your Account. Additionally, the unauthorized use of our Platform or Hardware may result in civil and/or criminal liability. You agree to immediately notify us at [support@snappet.org](mailto:support@snappet.org) upon learning of any unauthorized use, misuse, or abuse of the Platform.

#### **4. USER INFORMATION**

##### **4.1 License to User Data**

“Data” includes information that identifies a specific User and is (a) created or provided by a student or a parent or legal



guardian to Snappet in the course of using the Platform; (b) created or provided by a Client to Snappet; or (c) gathered by Snappet through the operation of the Platform.

You and Snappet agree to comply with all applicable law. Consistent with applicable law, you remain the owner and controller of, and are solely responsible for, any and all Data and Content described in Section 4.2 provided in connection with the Platform or Hardware. Subject to these Terms, the Privacy Policy, and applicable law, you hereby grant Snappet a world-wide, perpetual, royalty-free, non-exclusive, and sub-licensable license to access, receive, use, store, copy, reproduce, modify, edit, adapt, translate, and create derivative works from Data in any current or future-developed format, or medium, or channel through which all, part, or derivative works of the Platform are offered.

#### **4.2 User Content**

The Platform may enable Users to share content (including without limitation information, audio recordings, photographs, videos, documents, online educational resources, or other materials) (collectively, “Content”) with Snappet, Clients, and other Users. You remain fully responsible for this content. You acknowledge and agree that all Content shared in the Platform is the sole responsibility of the person from whom the Content originated. You also agree that you have all required rights to submit, post, upload, or otherwise own, use, or disseminate such content without violating third party rights.

Consistent with applicable Law, as between Snappet and you, you retain all ownership rights you have in any Content you submit to the Platform. Snappet does not claim any ownership rights in the Content. Please note that, while you retain ownership of your Content, any template or layout in which you arrange or organize such Content through tools and features made available through any of our Service are not proprietary to you, and the rights to such template or layout will remain with us or our service providers.

You acknowledge and agree that Snappet reserves the right, in its sole discretion, to reject, move, edit, delete, or remove any content that is contributed to the Platform, consistent with applicable law, but we do not assume the obligation. The submission of any content through any third party links or applications made available or accessible in the Platform shall be subject to such third parties’ terms and privacy policies.

### **5. LINKS TO THIRD PARTY WEBSITES AND SERVICES**

The Services may provide links to third party applications, services or websites from our Platform (including advertising that may link to a third party). You understand that when you click on these links any data which you provide afterwards is subject to that third party’s privacy policy and not to our Privacy Policy. We can take no responsibility for the content, safety, privacy or security of any third-party application, service or website.

### **6. USER DISPUTES AND RELEASES**

Snappet is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other Users of the Platform, and any other parties with whom you interact through the Platform. Snappet reserves the right, but has no obligation, to become involved in any way with these disputes.

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data.

### **7. PAYMENT AND BILLING**

#### **7.1 Client agreements with school districts or schools**

If separate Client agreements are in place between Client and Snappet, the payment and billing terms apply as specified in the separate Client agreement.

## 7.2 Supplemental service for individual Users

If you are using the Platform as a Supplemental service for individual Users, you can start using the Platform without any fee being required for use, taking into account the following:

(a) Snappet may at some point start to charge a fee for use, if that happens users will be informed of this in a timely manner and no later than one month prior to the end of the free period.

(b) If the free period would expire, a monthly fee will start to apply for using the Platform. In case this happens Snappet will communicate this clearly in advance. If you choose to make use of this, this fee would be payable on a monthly basis.

(c) Payments can be made via the payment methods and payment instructions offered on the website.

## 8. TERMINATION

These Terms shall remain in full force and agreement while you use the Platform and Hardware unless your Account is terminated.

For schools and school districts, Accounts can be terminated as provided in the separate Client agreement(s). For individual Users and teachers that use Snappet as a Supplemental service, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of cancellation.

You acknowledge that, if you knowingly, intentionally or negligently violate these Terms, Snappet may suspend your and/or Client's license to the Platform and Hardware, in whole or in part, until the violation is stopped or terminate your and/or Client's license to the Platform and Hardware. In the event that the Client fails to correct the violation after reasonable notice from Snappet, Snappet may terminate Client's license to the Platform and Hardware, in whole or in part, as necessary to stop the violation. Client agrees and acknowledges that if Client or any of its Users violates the terms of this Section 7, Snappet shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions. In the event Snappet suspends or terminates a User's use of the Platform or Hardware or Account, Snappet will promptly provide notice to the Client.

Upon termination of your account, your right to use the Platform or Hardware will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## 9. LIABILITY, WARRANTY DISCLAIMERS, AND OTHER LEGAL INFORMATION

### 8.1 Representations & Warranties

Each party to these Terms represents and warrants that it has the full right and power to enter into these Terms and that its performance under these Terms will comply with all applicable laws. You represent and warrant that you have obtained any and all necessary rights, have provided all necessary notices, have obtained all necessary permissions or consents, and have authority under state and federal law to agree to these Terms, to use the Platform and Hardware, and to authorize Snappet to access, receive, use, store, disclose, or otherwise process information as permitted under these Terms.

### 8.2 Warranty Disclaimer

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE PLATFORM. THE PLATFORM ARE PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (1) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS AND NO ENCUMBRANCES; (2) THE WARRANTIES AGAINST

INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; (3) THE WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (4) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON THE PLATFORM OR OTHERWISE BY SNAPPET.

THERE IS NO WARRANTY THAT THE PLATFORM WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED THAT THE PLATFORM WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

### **8.3 Indemnity**

You agree to indemnify, hold harmless, and defend Snappet, and its affiliates, licensors, partners, and service providers, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Platform or Hardware, (ii) your conduct, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Platform or Hardware. You shall not settle any such claim without the prior written consent of Snappet. These obligations will survive any termination of these Terms.

### **8.4 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, WILL SNAPPET, ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM OR HARDWARE BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION NEGLIGENCE, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE PLATFORM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. USE OF OUR PLATFORM IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SNAPPET'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

FOR ANY USER LOCATED WITHIN CALIFORNIA (AND ELSEWHERE AS PERMITTED BY LAW), THE FOLLOWING SHALL APPLY: YOU ALSO EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON YOU, NOW OR IN THE FUTURE, UNDER THE TERMS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." BY AGREEING TO THESE TERMS, YOU ARE STATING YOU UNDERSTAND AND ACKNOWLEDGE THE SIGNIFICANCE AND EFFECTS OF SUCH WAIVER AND MAKE SUCH WAIVER VOLUNTARILY.

## **10. GOVERNING LAW**

Except as otherwise required by applicable law, these Terms and any dispute arising from or relating to these Terms are governed by and must be construed in accordance with the laws of the state of New York, United States, without regard

to conflict of law principles. You further agree to accept service of process by mail. By using the Platform or Hardware, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

Except with respect to the arbitration provisions contained herein in Section 11.3, the parties consent to exclusive personal jurisdiction and venue in the courts located in New York, New York.

## **11. BINDING ARBITRATION AND CLASS ACTION WAIVER**

### **PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS**

#### **11.1 Federal Arbitration Act.**

You and Snappet agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

#### **11.2 Initial Dispute Resolution.**

Most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Snappet, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. To commence this procedure, you agree to contact Snappet's support department at [support@snappet.org](mailto:support@snappet.org) or Snappet may contact you using the last available information it has for you.

#### **11.3 Binding Arbitration.**

If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then the parties agree to resolve by arbitration subject to the provisions in this Section 11. Specifically, all claims arising out of or relating to these Terms (including its formation, performance, and breach), the parties' relationship with each other, and/or your download of, access to, or use of the Platform or Hardware shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Except as set forth in Section 11.5, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to any claim that all or any part of these Terms is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, subject to this section 11. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (A) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover. You may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com); (B) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 620 Eighth Ave. NY Times Building 34th Floor, New York, NY 10018, USA; and (C) Send one copy of the Demand for Arbitration to us at [support@snappet.org](mailto:support@snappet.org).

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in the State of New York, United States of America.

Residents of the United States and those who resides outside the United States and we further agree to submit to the personal jurisdiction of any federal or state court in New York, New York, United States of America in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

#### **11.4 Class Action Waiver.**

The parties further agree that the resolution of any disputes between the parties shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND SNAPPET AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

#### **11.5 Exception. Litigation of Intellectual Property and Small Claims Court Claims.**

Notwithstanding the parties' decision to resolve all disputes through initial dispute resolution or binding arbitration, either party may bring an action in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party at any time, regardless of whether they initiated the claim, may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. If either party does so, the parties agree that any pending arbitration proceeding shall be dismissed without prejudice, subject to refile only if the small claims court determines it does not have jurisdiction over the claim. For such disputes, you and Snappet agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in the New York, New York, United States of America, or the small claims court in your county of residence. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

#### **11.6 30-Day Right to Opt Out.**

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to support@snappet.org with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of the effective date of these Terms or your first download of, access to, or use of the Platform or Hardware, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, we also will not be bound by them.

#### **11.7 Changes to this Section.**

Snappet will provide 60-days' notice of any changes to this Section. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day. If a court or arbitrator decides that this subsection on "Changes to this Section" is not enforceable or valid, then this subsection shall be severed from the Section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver (or similarly named) section in existence after you first downloaded, accessed, or used the Platform.

#### **11.8 Confidentiality**

All aspects of the arbitration proceeding, including, but not limited to, the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent you or Snappet from submitting to a court of law any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.

## **12. MISCELLANEOUS**

If any provision of these Terms is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will

continue in full force and effect. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. Our failure to enforce any provisions of the Terms or respond to a breach by you or anyone else shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches. You must not assign these Terms or any rights or obligations herein without the prior written consent of Snappet and any attempted assignment in contravention of this provision is null and void and of no force or effect. Snappet has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns. The parties are independent contractors and not employees, partners, agents, or joint venturers of the other and have no employment relationship whatsoever. No party will make any commitment, by contract or otherwise, binding upon the other party or represent that it has any authority to do so. This is a non-exclusive agreement. These Terms are the entire agreement of the parties and supersede all previous or contemporaneous agreements between the parties relating to its subject matter. In connection with your use of the Platform or Hardware, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these separate policies and terms carefully before making any use of such portions of the Platform or Hardware. Any separate terms will not vary or replace these Terms regarding any use of the Platform or Hardware, unless otherwise expressly stated.

### **13. CONTACT INFORMATION**

Please direct any questions, complaints or claims related to the Platform or Hardware or your use of the Platform or Hardware to [support@snappet.org](mailto:support@snappet.org).