PROPOSAL & ORDER FORM

Account Name	Davis Joint Unified School District
for **GoReact Video Coaching & Assessment Software**	
Prepared By	Sam Farley
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Overview

The purpose of this proposal & order form (the "Order Form") is to outline the provisions of certain software access and related support services requested by Davis Joint Unified School District ("Customer") to support implementation of video-based coaching and assessment. The pricing in this Order Form, including for software access and associated services, is valid for 90 days from the date of this Order Form.

Description of Services

- GoReact software access as described below
- Initial setup training and support services for instructors
- Ongoing email and phone-based customer service for instructors
- On-site training for Customer program administrators

Billing Information

Prices shown below do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice. Is the contracting entity exempt from sales tax? Please select Yes or No:

If yes, please send the required tax exemption documents immediately to accounting@goreact.com. Invoices for this order will be emailed automatically from accounting@goreact.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Pricing

Product Description	Quantity	Total Price
GoReact Software Access • Unlimited recording and uploading for all users (maximum of 90 mins or 2GB per video) • Current and future updates to the GoReact software • Ability to download video files for use elsewhere • Use of GoReact mobile application (iOS and Android)	50	$3,250.00
Higher Education Discount		($500.50)
Video Storage • 5-year, unlimited storage of GoReact video feedback sessions		$0.00
Training and Support • Phone and web-based training for instructors and administrators as needed • Phone and email instructor support (during standard support hours) • Same-day email support for students • Access to GoReact online help center		$0.00

	Grand Total	$2,749.50

Contract Term

The GoReact service will be available for Customer beginning August 1, 2020 and ending July 31, 2021.

Payment Terms

Invoices will be delivered to Customer by GoReact as applicable and Customer will pay such invoices within 30 days from the date of the applicable invoice.

Incorporated Terms

The software access and services described above and this Order Form are governed by the GoReact Customer Terms found online at http://goreact.com/customerterms. By execution of this Order Form, Customer acknowledges that it has reviewed, and expressly agrees to, the GoReact Customer Terms (together with the Order Form and any addenda attached thereto, the "Agreement").

Acceptance

Each signature below represents approval of the Agreement and is an express acknowledgement on the part of the undersigned representative of Customer that such representative has authorization to purchase the services as outlined herein and has read and hereby agrees and accepts all terms of the Agreement on behalf of Customer.

For Customer

_____   _____
Customer Signature   Date

_____   _____
Printed Name   Title

Privacy Policy

If your organization signed a GoReact Customer Terms Agreement with GoReact, that Agreement governs any conflict with the Privacy Policy below. Please contact legal@goreact.com with any questions.

Welcome to GoReact! Safekeeping of your data is critical to us and a responsibility that we embrace. This Privacy Policy is published by SpeakWorks, Inc. dba GoReact, 256 W. Center St, Orem UT USA ("GoReact", "we" or "us"). Here we describe how we collect, use and handle your information when you use our websites, mobile applications, software and/or services ("Service").

WHAT INFORMATION WE COLLECT

We collect and use the following information to provide, improve and protect our Service:

Account Information. We collect, and associate with your account, information such as your name, email address, phone number, address, and payment information.

Your Content. When you use our Service, we store, process and transmit your files (including items like your videos, recordings, files, comments, other content, and so on) ("Your Content") and information related to them. This will make it easy for you to do things like share and interact with these items.

Usage Information. In order to improve the Service, we collect information from and about the devices you use to access the Service. This includes things like IP addresses, the type of browser and device you use, the web page you visited before coming to our sites, how you interact with the Service, and identifiers associated with your devices. Your devices (depending on their settings) may also transmit location information to the Service.

Cookies and other technologies. We use technologies like cookies and pixel tags to provide, improve, protect and promote our Service. For example, cookies and other technologies help us with things like remembering your username and preferences for your next visit, understanding how you interact with our Service including things like clicks, mouse actions, text entered and other related information, and then improving the Service based on that information. You can set your browser to not accept cookies, but this will limit your ability to use the Service.

Video information. You may sometimes use the Service in connection with your participation in an activity in which your image, words, or actions are recorded by the Service. You may or may not be logged in to the Service at the time, and you consent to the use of your image, words, and actions (solely in connection with the Service), regardless of whether or not you are logged in at the time your image, words, or actions are recorded.

SHARING OF INFORMATION

On a limited basis, we may share information as described below in order to facilitate delivering the Service to you, but will never sell it to advertisers or other third parties.

Others working on behalf of GoReact. GoReact uses only certain trusted third party partners to help us provide, improve, protect, and promote our Service. These third parties will access your information, but only to perform tasks on our behalf and in compliance with this Privacy Policy. For each such third party, GoReact secures contractual data governance to ensure your data has protections and privacy in their systems consistent with this Privacy Policy and is only used for processing our direct service requests. A current list of each data subprocessor we contract with, and their function, may be found at www.goreact.com/subprocessors, and you will be notified (for example, by email) when any new subprocessor is added.

Other users. Our Service displays information like your name or email address to other users only in places where that information is configured to be shared. The disclosure of information from student records, particularly grades and performance information, is governed in the U.S. by the Family Educational Rights and Privacy Act ("FERPA"), and such information is shared only with your course instructor(s) or other institutional administrators as permitted by FERPA.

Organizational Administrators. If your account is associated with a GoReact Organizational Account (as defined in the User Terms), there may be an administrator in your organization that has access to and control of your GoReact account for purposes of managing the Service. Please refer to your organization's internal policies if you have questions about this.

Legal. We may disclose your information to third parties if we determine that such disclosure is reasonably necessary to (a) comply with the law; (b) protect any person from death or serious bodily injury; (c) prevent fraud or abuse of GoReact or our users; or (d) protect GoReact's property rights. Please contact legal@goreact.com with any privacy questions or concerns.

HOW WE USE AND SECURE YOUR INFORMATION

Security. We employ both an internal technical team and external security experts in order to keep your information secure and test for vulnerabilities. All database data managed by GoReact is encrypted both at rest and in transmission. We also continue to work on features to keep your information safe.

Retention and right to deletion. We'll retain information you store on our Service for as long as we need it to provide you the Service. In most cases, that means information will be kept for at least three (3) years, which most users find helpful in order to retrieve past samples of their work. If you request to delete your account, you may also request that we delete your information, and/or you may also request a copy of your data we have stored in our system. Please note: (a) there might be some latency in deleting this information from our servers and backup storage; (b) feedback you've provided for others will remain, and (c) we may retain certain information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

WHERE INFORMATION IS STORED

Around the world. To provide you with the Service, we may store, process and transmit information in the United States and locations around the world – including those outside your country. Information may also be stored locally on the devices you use to access the Service. If you are a U.S. customer, your data will only be stored and processed in the United States.

EU Provisions. GoReact offers standard EU model clauses (including GDPR updates) for information security as required for EU customers. Please contact your account representative if you are located within the EU and require these additional terms. You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: edpb.europa.eu/about-edpb/board/members_en

Privacy Shield. GoReact complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States. GoReact has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit www.privacyshield.gov.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, GoReact is subject to the regulatory and enforcement powers of the U.S. Federal Trade Commission.

Pursuant to the Privacy Shield Frameworks, EU, UK, and Swiss individuals have the right to obtain our confirmation of whether we maintain personal information relating to you in the United States. Upon request, we will provide you with access to the personal information that we hold about you. You may also correct or amend any personal information we hold about you that is inaccurate or incomplete. Furthermore, you have the right to request erasure of information that is deemed to have been handled in violation of the Privacy Shield Principles. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data transferred to the United States under Privacy Shield should direct their query to legal@goreact.com. If requested to remove data, we will respond within a reasonable timeframe.

We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To request to limit the use and disclosure of your personal information, please submit a written request to legal@goreact.com.

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

GoReact's accountability for personal data that it receives in the United States under the Privacy Shield and subsequently transfers to a third party is described in the Privacy Shield Principles. In particular, GoReact remains responsible and liable under the Privacy Shield Principles if third-party agents that it engages to process personal data on its behalf do so in a manner inconsistent with the Principles, unless GoReact proves that it is not responsible for the event giving rise to the damage.

In compliance with the Privacy Shield Principles, GoReact commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to Privacy Shield. European Union and Swiss individuals with Privacy Shield inquiries or complaints should first contact GoReact at: legal@goreact.com

GoReact has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit https://bbbprograms.org/programs/all-programs/bbb-privacy-shield/file-a-complaint for more information and to file a complaint. This service is provided free of charge to you.

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See Privacy Shield Annex 1 at www.privacyshield.gov/article?id=ANNEX-I-introduction.

INFORMATION RELATED TO CCPA

The California Consumer Privacy Act of 2018 ("CCPA") relates to residents of California and requires that we make certain disclosures to you and provide you with a means to exercise the other rights residents of California have received under the CCPA. This section makes those disclosures (in part by pointing you to the locations in this Privacy Policy where the disclosures are made) and describes how you may exercise your rights under the CCPA.

Categories of Information (Source, Collection, and Sharing). The CCPA requires us to list the categories of information we collect about you and the commercial or business purposes for which the categories of personal information is used. Those disclosures are made in the "What Information We Collect" section above under the categories "Account Information," "Your Content," and "Usage Information." The categories of information collected and the purposes for that collection have not changed over the last twelve months.

The source of the information we receive about you is always you or the parties with whom you interact using our Service. We do not purchase any personal information about you from third parties.

Your information is only shared in accordance with the "Sharing of Information" section above. The commercial and business purposes for that sharing is also

described in that section. The categories of information shared and the categories of parties with whom it is shared have not changed in the last twelve months.
Your Rights under the CCPA. If you are a California resident, you have the following rights:

- You have the right to request that we disclose the categories and the specific items of personal information about you that we collect, use, disclose, and/or sell and that personal information about you that we have collected, used, disclosed, and/or sold during the twelve months prior to your request.

- You have the right to not be subjected to any discrimination based on the fact that you have elected to opt out of the sale of your personal information or that you have submitted a request to know or a request to delete under the CCPA.

- You also have the right to have the personal information we collect about you deleted. We use a two-step process to verify your identity and to have the information deleted. Your rights to have your personal information deleted are subject to several exceptions, specifically the personal information that is necessary for us to:

- complete your transaction;

- provide you a good or service;

- perform a contract between us and you;

- protect your security and prosecute those responsible for breaching it;

- fix our system in the case of a bug;

- protect the free speech rights of you or other users;

- comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);

- engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;

- comply with a legal obligation; or

- make other internal and lawful uses of the information that are compatible with the context in which you provided it.

- To make any request under the CCPA, you must complete the online Data Request Form found at https://help.goreact.com/hc/en-us/requests/new. Typically, your login and password are sufficient to verify your identity, but if we require further information, we will inform you. In that

event, you will be asked to give us your name, e-mail address, and any other information we reasonably require to verify your identity.

- We will respond to your request within 10 days after receipt of your request, and we will then take action to verify your identity and fulfill your request, as required by the CCPA. We will provide you with a CSV copy of your stored data within 45 days of your request, assuming we are able to verify your identity in that period and so long as you provide a correct email address for successful correspondence.

For more information about your rights under the CCPA, please direct your questions to us at legal@goreact.com. You can also direct questions to our toll free number at 1-855-717-3499.

DE-IDENTIFIED INFORMATION

GoReact collects and uses certain indirect or aggregate information as a result of your use of the Service. Such information will always be anonymized and will never contain user-identifiable data such as name, email address, or other direct identifiers. Any such de-identification will comply with U.S. FERPA and HIPAA requirements as well as GDPR and the CCPA.

HOW YOU CONTROL YOUR INFORMATION

Upon creation of your account in the Service, you will be expressly asked for your consent to how we will store and use your information. We will track that consent, and you will have the ability to withdraw your consent and delete your account at any time from within your user profile in the Service. In addition, while you use the Service, you'll be able to see on any given activity who will have access to your content, and you may also change and update your information in your user profile.

ONWARD TRANSFERS OF YOUR INFORMATION

If we are involved in a reorganization, merger, acquisition or sale of our assets, your information may be transferred as part of that transaction. We will notify you (for example, via a message to the email address associated with your account) of any such transaction and outline your choices in that event.

CHANGES TO THIS PRIVACY POLICY

We may revise this Privacy Policy from time to time, and will post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you through your account and provide an opportunity to consent to the changes.

CONTACT INFORMATION

Have questions or concerns about GoReact, our Service and/or privacy? Contact us at legal@goreact.com.

Effective: 1 July 2020

User Terms

Welcome to GoReact! These user terms ("**Terms**") govern your use and access to our services, web sites, mobile applications, and client software (the "**Service**"). They constitute your agreement with SpeakWorks, Inc., d/b/a GoReact ("**GoReact**," "**we**," "**us**," "**our**"). Our Privacy Policy (goreact.com/privacy) explains how we collect and use your information, and our Acceptable Use Policy (goreact.com/acceptable) outlines your responsibilities when using our Service. By using our Service, you agree to be bound by these Terms, and to review our Privacy and Acceptable Use policies. The Terms are effective as of the date of your first registration or use of the Service ("**Effective Date**"). If you do not agree to these Terms, do not use the Service.

IMPORTANT: If you join a GoReact account of an entity that has an existing contract with us ("Organizational Account"), then (1) your use of the Service within that Organizational Account will be governed by the Customer Terms or other agreement between that entity and GoReact, (2) such terms will control in the event of a conflict with these User Terms, and (3) you must use the Service in compliance with that entity's terms and policies. Please note that GoReact Organizational Accounts are subject to the entity's control. Your administrators may be able to access, disclose, restrict, or remove information in or from your GoReact account. They may also be able to restrict or terminate your access to your GoReact account within that entity.

YOUR ACCOUNT AND YOUR RESPONSIBILITIES

For most uses of the Service, you'll need to register as a User for an account ("**Account**"). A "**User**" is anyone who is registered for the Service.

You agree to ensure that your User information is accurate and kept up to date. You affirm that you are at least 13 years old, and, if you are under 18 years old, that your parent or legal guardian has given you permission to use the Service and agrees on your behalf to the Terms. If you are under the age of 13, do not use the Service.

You agree to safeguard your password to the Service, make sure others don't have access to your password, and to log off when you're finished using the Service. **In order to maintain required levels of privacy and security, you are expressly not permitted to share your User Account with others; each individual must register for a separate account**. We're not responsible for any loss or damage from you not complying with these safeguards.

Most of the Service components require a current version browser and a broadband/high-speed Internet connection. You agree that these resources and their performance and reliability are your responsibility.

In the United States, the Children's Online Privacy Protection Act ("**COPPA**") may apply to User Submissions, including videos and images, that include children under the age of 13 (for example, recording of an elementary school classroom for purposes of teacher development). You are responsible to comply with requirements of COPPA relating to your User Submissions, including obtaining permission from the parents of any children under the age of 13 who may be recorded as part of your use of the Service. GoReact is not responsible for your failure to do so.

LICENSE AND USE

You may not use the Service for any purposes other than those described in these Terms. Some offerings of our Service allow you to download software ("**Software**") to a desktop or mobile device which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Service. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms.

HOW WE USE AND SECURE YOUR INFORMATION

Security. We employ both an internal technical team and external security experts in order to keep your information secure and test for vulnerabilities. We also continue to work on features to keep your information safe.

Retention and right to deletion. We'll retain information you store on our Service for as long as we need it to provide you the Service. In most cases, that means information will be kept for at least three (3) years, which most users find helpful in order to retrieve past samples of their work. If you request to delete your account, you may also request that we delete your information, and/or you may also request a copy of your data we have stored in our system. Please note: (a) there might be some latency in deleting this information from our servers and back-up storage; (b) feedback and similar content you've provided for others will remain, and (c) we may retain certain information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

BETA SERVICES

We sometimes release products and features that we are still testing and evaluating. Those Services have been marked beta, preview, early access, or evaluation (or with words or phrases with similar meanings) and may not be as reliable as GoReact's other services, so please keep that in mind. GoReact isn't liable for anything that arises out of your use of beta services.

PAID ACCOUNTS

All fees and other charges ("**Fees**"), if applicable, are due and payable to GoReact at the time of online purchase. You're responsible for all applicable taxes, and we'll charge tax when required to do so.

If you purchase a subscription account, we'll automatically bill you at each periodic renewal until cancellation. You may cancel your GoReact Account at any time but you won't be issued a refund unless it's legally required. GoReact may discontinue the Service if any Fees are not paid in full.

We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

USER SUBMISSIONS

When you use our Service, you provide us with things like your videos, recordings, files, comments, other content, and so on ("**User Submissions**"). Any User Submission posted by you is yours. These Terms don't give us any rights to your User Submissions except for the limited rights that enable us to offer the Service.

You're responsible for your conduct. Your User Submissions and you must comply with our Acceptable Use Policy (goreact.com/acceptable). Content within the Service may be protected by others' intellectual property rights. You agree not to copy, upload, download or share such content unless you have the right and permission to do so.

We may review your conduct and User Submissions for compliance with these Terms and GoReact's Acceptable Use Policy; however, we have no obligation to do so. We aren't responsible for the content people post and share via the Service, and in compliance with applicable laws, we may remove any User Submission at our discretion.

You use all User Submissions at your own risk. Your interactions with other Users are solely the responsibility of you and that User. GoReact is not responsible for anything that occurs as a result of those interactions. If there is a dispute between you and any other User, we are under no obligation to become involved.

We need your permission to do things like host your User Submissions, back them up, and share them when you ask us to. Our Service also provides you with features like thumbnails, downloads, document previews, sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan your User Submissions. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties that we work with to deliver the Service.

Posting User Submissions via the Internet involves networks not controlled by GoReact. We're not responsible for User Submissions that are delayed, lost, altered, or stored during transmission over those networks.

GoReact will use industry standard or better technical and organizational security measures to transfer, store, and process User Submissions. These measures include appropriate administrative, physical, and technical safeguards to secure User Submissions and other data from unauthorized access, disclosure, and use. We'll also conduct periodic risk assessments and remediate any identified security vulnerabilities in a reasonable timeframe. GoReact will notify you in the event of a security or privacy incident. (For more information on the Amazon secure cloud that supports GoReact, please see aws.amazon.com/security.)

Finally, while we store User Submissions for a length of time (typically at least 3 years), the Service is not an archive. You're responsible for maintaining independent archival and backup copies of any User Submissions that you wish to preserve.

DATA AND PRIVACY

We may track web traffic origination and patterns for visitors to our website and users of the Service, and we may analyze this data for trends and statistics in the aggregate, but this information will be maintained, used and disclosed in aggregate form only and it will not contain personally identifiable information. We may use this aggregate information to analyze trends, administer the Service, track users' movement, and gather broad demographic information for aggregate use.

We may collect data that is defined as Personally Identifiable Information ("**PII**") by the U.S. Family Educational Rights and Privacy Act ("**FERPA**"). We'll use that PII only for the purpose of fulfilling our responsibilities to deliver the Service, and will not monitor, share, or disclose any such PII to any third party except as provided for in these Terms, as required by law, or as authorized in writing by you (or your organization if used under a GoReact Enterprise agreement). You agree that de-identified data, from which all PII-qualifying identifiers have been removed in accordance with FERPA definitions, is not PII and may be used for lawful purposes.

For additional privacy information, please review our Privacy Policy.

ACCESSIBILITY

GoReact has designed the Service to support various disabled accessibility standards, including Section 508 of the U.S. Rehabilitation Act as well as global Web Content Accessibility Guidelines (WCAG) 2.0 Level A and AA. For current accessibility support, please see goreact.com/compliance.

INTELLECTUAL PROPERTY OWNERSHIP; COPYRIGHT

The Service as well as GoReact names, trademarks, logos, content, designs, and other brand features (collectively "**GoReact Property**") are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title or interest in any GoReact Property or in others' User Submissions. We welcome feedback; please note that we may use any comments or suggestions without any obligation to you.

We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our DMCA Policy (located at goreact.com/dmca). We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Service is:

Copyright Agent
256 West Center St.
Orem, UT 84057
(801) 717-3499
legal@goreact.com

LINKS TO THIRD PARTY SITES

The Service may contain links to third party web sites ("**Linked Sites**"). GoReact has no control over these Linked Sites or their content, and you use them at your own risk. However, if you experience a problem with a Linked Site, please let us know at legal@goreact.com so we can investigate and take appropriate action.

TERMINATION

You're free to stop using our Service at any time. We also reserve the right, as needed, to terminate these Terms, disable access to your Account, or suspend the Service at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Service if you're not complying with these Terms, or use the Service in a manner that would cause us legal liability, disrupt the Service, or disrupt others' use of the Service. We may delete your Account, including all User Submissions, when you no longer use your Account or when we have disabled access to your Account or the Service. GoReact is not responsible to you nor to any third party for any termination of your access to the Service or deletion of User Submissions.

SERVICE PROVIDED "AS IS"

We strive to provide a great Service, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, GOREACT AND ITS AFFILATES, PARTNERS, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF APPLICABLE LAW DOES NOT

PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN GOREACT GIVES THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR ANY LIABILITY FOR GOREACT'S OR ITS AFFILIATES' FRAUD, FRAUDULENT MISREPRESENTATION, OR GROSS NEGLIGENCE, IN NO EVENT WILL GOREACT, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR:

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR

(B) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THIS WILL BE REGARDLESS OF WHETHER OR NOT GOREACT OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ADDITIONALLY, GOREACT, ITS PARTNERS, AFFILIATES, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE FOR MORE THAN THE GREATER OF $10 OR THE AMOUNTS PAID BY YOU TO GOREACT FOR THE PAST 4 MONTHS OF THE SERVICES IN QUESTION.

Some places don't allow the types of limitations in this section, so they may not apply to you.

YOUR WARRANTY AND OBLIGATION TO INDEMNIFY GOREACT

By uploading content and User Submissions to the Service, you agree that you have: (a) all necessary licenses and permissions to use and share such content and User Submissions, and (b) the rights necessary to grant the licenses in these terms.

To the fullest extent permitted by applicable law, you will indemnify us and our subsidiaries, affiliates, officers, agents, employees, Partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to such content, User Submissions, your use of the Service or Software, or your violation of these Terms and any applicable laws.

GOREACT'S INDEMNIFICATION

Subject to limitations of applicable law and this section, GoReact will indemnify you from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of any claim by a third party against you to the extent based on an allegation that our technology used to provide the Service to you infringes or misappropriates any copyright, trade secret,

U.S. patent, or trademark right of the third party. Alternatively, we may choose to take action to rectify the alleged infringement. GoReact will have no obligations or liability under this section arising from: (i) use of the Service in a modified form or in combination with materials not furnished by GoReact, and (ii) any content, information, or data provided by you or other third parties. Subject to limitations of applicable law and this section, GoReact will also indemnify you from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of GoReact's gross negligence or willful misconduct in preventing unauthorized access to confidential User Submissions, as finally determined in a non-appealable judgment by a court of competent jurisdiction in connection with a claim alleging a breach of confidentiality.

DISPUTES AND CONTROLLING LAW

We want to address your concerns without needing a formal legal proceeding. Before filing a claim against GoReact, you agree to try to resolve the dispute informally by contacting legal@goreact.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or GoReact may bring a formal proceeding.

You and GoReact agree that any judicial proceeding to resolve claims relating to these Terms or the Service will be brought in the federal or state courts of Salt Lake County, Utah, unless otherwise required by applicable law of any other jurisdiction. Both you and GoReact consent to venue and personal jurisdiction in such courts.

These Terms will be governed by Utah law except for its conflicts of laws principles, unless otherwise required by applicable law of any other jurisdiction.

ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and GoReact with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

WAIVER, SEVERABILITY & ASSIGNMENT

GoReact's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. GoReact may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service.

MODIFICATIONS

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your Account or alerting you at your next login). By continuing to use or access the Service after the revisions come into effect, you agree to be bound by the revised Terms.

Effective: 10 February 2020

GoReact Customer Terms

These GoReact Customer Terms are entered into by and between SpeakWorks, Inc., d/b/a GoReact, a Delaware corporation ("**GoReact**") and the organization named herein, in the Service Agreement between such organization and GoReact (the "**Service Agreement**"), and/or in one or more order forms (such organization, the "**Customer**" and each such order form, an "**Order Form**"). These GoReact Customer Terms govern access to and use of the GoReact software and services set forth on the applicable Order Form (together, the "**Service**"). By signing these GoReact Customer Terms or on an applicable Service Agreement or Order Form incorporating these terms, Customer acknowledges and agrees to the terms and provisions of these GoReact Customer Terms, the Service Agreement, if any, any addenda attached thereto (each an "**Addendum**"), and any applicable Order Forms (collectively, the "**Agreement**"). Any Addendum to the Agreement will govern in the event of a conflict between these GoReact Customer Terms and the applicable Addendum.

1. CUSTOMER ACCOUNT AND RESPONSIBILITIES.

For most uses of the Service, an end user needs to register as a "User" under a Customer's Service account ("**Account**"). A "**User**" is anyone who is registered for the Service under Customer's Account, and may include (but is not limited to) a Customer's employees, students, clients, consultants, contractors and agents. Customer is responsible to ensure that its information is accurate and kept up to date. If a User registers via an invitation from Customer, use of the Service by that User is governed by this Agreement. Each individual User must create his or her own User account on the Service. SHARING OF LOGINS IS NOT PERMITTED UNDER ANY CIRCUMSTANCE IN ORDER FOR GOREACT TO MAINTAIN REQUIRED LEVELS OF SECURITY AND PRIVACY. Customer understands the need for its Users to safeguard their passwords to the Service, to make sure others don't have access to it, and to log off when finished using the Service. GoReact is not responsible for any loss or damage from Customer or its Users not complying with these safeguards. Most of the Service components require a current version browser and a broadband/high-speed Internet connection. Customer and its Users are responsible for accessing these resources and for their performance and reliability. Customer shall comply with all applicable laws and regulations in connection with its use of the Service, including without limitation those related to privacy and electronic communications.

2. CUSTOMER RELATIONSHIP.

GoReact and Customer (including Customer's Users) are independent contractors under this Agreement. Neither party is authorized to make statements or commitments on behalf of the other party except as noted herein. Customer will be responsible for ensuring that all access and use of the Service by its Users is in accordance with this Agreement, and any action or breach by any of Customer's Users is considered an action or breach by Customer. Either party may publicize the existence of this Agreement and the general nature of the parties' relationship, unless directed not to do so in writing by the other party. Fees associated with this Agreement are Confidential Information and may not be disclosed without consent of the other party; notwithstanding the foregoing, GoReact explicitly agrees that Fees may be disclosed upon request where applicable open records laws deem such as public records.

3. USE OF THE SERVICE.

(a) Some offerings of the Service allow Customer to download software ("**Software**") to a desktop or mobile device which may update automatically. So long as Customer complies with this Agreement, GoReact gives Customer a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Service. To the extent any component of the Software may be offered under an open source license, GoReact will make that license available to Customer and the provisions of that license may expressly override the terms of this Agreement.

(b) Customer and its Users may not use the Service for any purposes other than those described in this Agreement. Specifically, Customer and its Users must use the Service in compliance with the GoReact Acceptable Use Policy, located at goreact.com/acceptable. Customer will obtain from Users any consents necessary to allow Customer-authorized administrative Users ("**Administrators**") to engage in the activities described in this Agreement and to allow GoReact to provide the Service. Customer will comply with laws and regulations applicable to Customer's use of the Service. Administrators may have the ability to access, disclose, restrict or remove Customer Data (as defined below) in or from the Account. Administrators may also have the ability to monitor, restrict, or terminate access to the Account. GoReact's responsibilities do not extend to the internal management or administration of the Service as it relates to Customer. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator subaccounts; (ii) managing access to Administrator subaccounts; and (iii) ensuring that Administrators' use of the Service complies with this Agreement.

(c) Customer will use commercially reasonable efforts to prevent unauthorized use of the Service by its Users, and will terminate any unauthorized use of or access to the Service. Customer will not, nor will it permit others to, (i) sell,

resell, or lease the Service; (ii) use the Service for activities where use or failure of the Service could lead to physical damage, death, or personal injury; or (iii) modify, translate, disassemble, create derivative works based on, reverse-assemble, reverse-compile or otherwise reverse engineer the Service. This Section 3(c) shall survive the termination of this Agreement.

(d) GoReact sometimes releases products and features that it is still testing and evaluating. Those items have been marked beta, preview, early access, evaluation, or with words or phrases with similar meanings (collectively "**Beta Services**") and may not be as reliable as GoReact's other services. Notwithstanding anything to the contrary in this Agreement, the following terms apply to all Beta Services: (i) Customer may use or decline to use any Beta Services; (ii) Beta Services may not be supported and may be changed at any time without notice to Customer; (iii) Beta Services may not be as reliable or available as other GoReact Services; (iv) Beta Services have not been subjected to the same security measures and auditing to which the Service has been subjected; and (v) GoReact will have no liability arising out of or in connection with Beta Services—Customer uses such Beta Services solely at Customer's own risk.

4. USER SUBMISSIONS.

(a) Customer and its Users, when using the Service, will provide GoReact with videos, recordings, files, comments, other content, and so on ("**Submissions**"). Any Submission posted by Customer or its Users is the property of such party. This Agreement does not give GoReact any rights to Submissions except for the limited rights that enable GoReact to offer the Service.

(b) All Submissions must comply with GoReact's Acceptable Use Policy located at goreact.com/acceptable. Content in or on the Service may be protected by others' Intellectual Property Rights. Customer agrees to not copy, upload, download or share content unless it has the right to do so. "**Intellectual Property Rights**" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights.

(c) Customer and its Users are solely responsible for any Submissions posted to the Service. GoReact may review Customer conduct and content for compliance with this Agreement; however, GoReact has no obligation to do so. GoReact is not responsible in any way for any Submissions or related content posted and shared by Users or other third parties via the Service. GoReact may remove any Submission at its sole discretion.

(d) Customer and its Users use any Submissions at their own risk. Any User's interactions with other Users are solely the responsibility of those Users. GoReact is not responsible for anything that occurs as a result of those

interactions. If there is a dispute between Users, GoReact is under no obligation to become involved in such dispute.

(e) Customer hereby gives GoReact permission to host Submissions, back them up, and share them at the direction of Customer. The Service provides Customer with features like thumbnails, downloads, document previews, sorting, editing, sharing and searching. These and other features may require GoReact systems to access, store and scan Submissions. Customer hereby gives GoReact permission to perform such actions, and this permission extends to GoReact affiliates and trusted third parties with whom GoReact works, solely for the purpose of providing the Service. Posting Submissions over the Internet involves networks not controlled by GoReact. GoReact is not responsible for Submissions that are delayed, lost, altered, or stored during transmission over those networks.

(f) In the United States, the Children's Online Privacy Protection Act ("**COPPA**") may apply to Submissions, including videos and images, that include children under the age of 13 (for example, recording of an elementary school classroom for purposes of teacher development). Customer and its Users are solely responsible for COPPA compliance with relation to such Submissions, including obtaining permission from the parents of any children under the age of 13 for the purposes of using the Service. GoReact is not responsible in any way for Customer's failure to obtain such permission.

(g) GoReact will use industry standard or better technical and organizational security measures to transfer, store, and process Submissions and Users' Account information (collectively, "**Customer Data**"). These measures include appropriate administrative, physical, and technical safeguards to secure Submissions and other Customer Data from unauthorized access, disclosure, and use. GoReact will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. GoReact will promptly notify Customer in the event of a security or privacy incident. (For more information on the Amazon secure cloud that supports GoReact, please see aws.amazon.com/security.)

(h) In addition, while GoReact stores Submissions and other Customer Data for a length of time (typically at least 3 years), the Service is not an archive. Customer is responsible for maintaining independent archival and backup copies of any Submissions and Customer Data that Customer wishes to preserve.

5. SUPPORT AND ACCESSIBILITY.

Subject to payment of the Fees (as defined below) by Customer, GoReact will provide commercially reasonable support for the Service as specified in the published online support policy for the Service which may be found at goreact.com/support.

GoReact has designed the Service to support various accessibility standards, including Section 508 of the U.S. Rehabilitation Act as well as global Web Content Accessibility Guidelines (WCAG) 2.0 Level A and AA. For current accessibility support, please see goreact.com/compliance.

6. FEES AND PAYMENT.

Customer will pay, and authorizes GoReact to charge using Customer's selected payment method, all applicable fees related to the Service charged by GoReact as indicated on any applicable Order Form ("**Fees**"). If Fees are invoiced by GoReact, such Fees will be due as described on the Order Form, or if not specified, within thirty (30) days after the date of GoReact's invoice to Customer. The Fees are exclusive of, and Customer is responsible for, all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, other than taxes based on GoReact's income in the United States. For the avoidance of doubt, Customer may provide GoReact with a valid tax exemption certificate authorized by the appropriate taxing authority. In the absence of such tax exemption certification, if GoReact pays or collects taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to, and paid by, Customer. All costs and expenses incurred by Customer in connection herewith are Customer's sole responsibility. Fees are non-refundable except as required by law and as otherwise expressly stated herein. GoReact shall be entitled to withhold performance and discontinue the Service until all Fees due are paid in full.

7. TERM & TERMINATION.

(a) This Agreement shall commence upon execution of an Order Form by Customer and remain in effect until Customer's subscription or access to the Service (as more fully described in an Order Form) expires or terminates, or until the Agreement is otherwise terminated as provided for in this Section 7 or the Order Form ("**Term**").

(b) Either party may immediately terminate this Agreement in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice shall expressly state the reasons for the claimed breach in sufficient detail so as to provide the breaching party a meaningful opportunity to cure such alleged breach.

(c) Upon termination of this Agreement in accordance with this Section, Customer's Account and right to access and use the Service will terminate immediately. If this Agreement is terminated for any reason other than a termination expressly permitted by this Agreement, Customer agrees that GoReact shall be entitled to all Fees due pursuant to this Agreement for the entire Term. However, if this Agreement is terminated as a result of a material

breach on GoReact's part, GoReact shall refund the unused portion of any prepaid subscription Fees pursuant to this Agreement.

(d) Following termination of this Agreement and/or Customer's use of the Service, GoReact may immediately deactivate Accounts of Customer and its Users and, following a period of not less than thirty (30) days, shall be entitled to delete such Accounts, including all Submissions and Customer Data therein. During this 30-day period and upon reasonable written request, GoReact will grant Customer limited access to the Service for the sole purpose of retrieving Submissions and Customer Data, provided that all amounts and Fees owed to GoReact in connection with this Agreement are paid in full. GoReact shall not be liable to Customer or any third party for any termination of access to the Service or deletion of Submissions or Customer Data.

(e) GoReact reserves the right to suspend access to any Account and/or use of the Service in its reasonable discretion for any actual or reasonably suspected breach of this Agreement and/or any security, performance, or acceptable use-related issues in connection with the Account. Such suspension may apply to the entire Account and/or any sub-accounts. Customer agrees that GoReact shall not be responsible for any results of suspension of the Service pursuant to this paragraph. GoReact will use commercially reasonable efforts to notify Customers of any material modifications or discontinuations of the Service. Any future release, modification, update, or other addition to the functionality of the Service shall be subject to this Agreement.

8. INTELLECTUAL PROPERTY OWNERSHIP.

All rights, title, and interest in the Service (including, but not limited to, the GoReact websites, mobile applications, content, and all software, names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other GoReact intellectual property appearing on the Service, and the organization, compilation, look and feel of the Service), are owned by GoReact and/or its suppliers, licensors, and business partners ("**Business Partners**"), and are protected by U.S. and international copyright and other intellectual property laws. GoReact® and the GoReact logo are registered trademarks of GoReact. The names of any actual companies and products appearing within the Service may be the trademarks of their respective owners. GoReact (and/or its Business Partners) retain all rights with respect to the Service and content except those expressly granted to Customer in this Agreement, and Customer shall not display or use any GoReact trademarks, service marks, logos, or product names without GoReact's express prior written permission. Customer shall not alter, remove or obscure any copyright notice, digital watermarks,

proprietary legends or any other notice included in the Service. Except as expressly provided herein, nothing on the Service shall be construed as conferring to Customer any license under GoReact's (and/or its Business Partners') Intellectual Property Rights, whether by estoppel, implication or otherwise. In addition, GoReact shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the operation of the Service.

9. LINKS TO THIRD PARTY SITES.

The Service may contain links to third party web sites ("**Linked Sites**"). GoReact has no control over these Linked Sites or their content. GoReact cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. GoReact does not endorse the content of any Linked Site, nor does GoReact warrant that a Linked Site will not contain computer viruses or other harmful code that can impact computer or other web access devices. By using the Service to link to another site, Customer agrees and understands that such use is entirely at Customer's own risk, and that Customer may not make any claims against GoReact for any damages or losses whatsoever resulting from such use. However, if there is a problem with a Linked Site, please let GoReact know at legal@goreact.com, and GoReact may investigate the link and take appropriate action in order to improve the Service.

10. WARRANTY AND DISCLAIMER.

(a) As limited by the terms of this Agreement, GoReact warrants to Customer (not to individual Users) that, during the Term, the Service will operate substantially in accordance with the documentation GoReact provides to Customer. This limited warranty shall not apply to problems that result from: (i) factors outside of GoReact's reasonable control; (ii) any failure by Customer to comply with this Agreement; (iii) any failure by Users to use the Service in accordance with this Agreement or other instructions provided by GoReact; (iv) any unauthorized use of the Service; (v) Customer's, User's or any third party's hardware, software, and equipment; (vi) errors in entering, analyzing, or viewing Submissions; (vii) the fault or negligence of Customer, Users, operator error, improper use or misuse of the Service, or any other causes external to the Service or GoReact; or (viii) downtime as a result of scheduled maintenance performed by or for GoReact. In the event of a material breach of the foregoing warranty, Customer's sole and exclusive remedy, and GoReact's only obligation, at GoReact's discretion, will be to repair, modify or replace the nonconforming Service within thirty (30) days after GoReact

receives Customer's written notice of the material nonconformity, or if GoReact determines that it is not commercially feasible to repair, modify or replace the nonconforming Service in a manner that removes such nonconformity, GoReact will refund the amount of any Fees actually paid by Customer to GoReact under this Agreement for up to the previous twelve (12) months of the Service (based on the length of time such material breach of the foregoing warranty existed) and Customer will have the option to terminate the Agreement without penalty upon written notice to GoReact within thirty (30) days of being informed of such determination.

(b) EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, THE SERVICE (INCLUDING GOREACT WEBSITES, MOBILE APPLICATIONS, AND ALL OTHER FEATURES ON THE SERVICE) ARE PROVIDED TO CUSTOMER "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, OR NON-INFRINGEMENT. SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN GOREACT HEREBY GRANTS THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY SUCH APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM GOREACT, ITS EMPLOYEES, AGENTS, SUPPLIERS OR ANY OTHER PERSONS SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION. ADDITIONALLY, GOREACT DOES NOT MAKE ANY WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT CUSTOMER'S USE OF THE SERVICE WILL MEET CUSTOMER'S EXPECTATIONS, OR THAT THE SERVICE IS CORRECT, ACCURATE, OR RELIABLE, OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT PROVIDED ON THE SERVICE IS FOR CONVENIENCE ONLY AND GOREACT DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY USER SUBMISSION, OPINION, STATEMENT, PRODUCT, ADVICE, RECOMMENDATION OR SERVICE MADE, PROMOTED, ADVERTISED OR OFFERED BY ANY GOREACT USER, THIRD PARTY, OR OTHER ENTITY MADE AVAILABLE THROUGH THE SERVICE OR ANY LINKED SITES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. GOREACT WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR ANY TRANSACTION OR OTHER

INTERACTION BETWEEN CUSTOMER AND THIRD PARTIES INCLUDING OTHER PROVIDERS OF PRODUCTS OR SERVICES, LINKED SITES, APP STORES, OR OTHER USERS OR CUSTOMERS OF THE SERVICE. IF CUSTOMER IS LOCATED IN CALIFORNIA, CUSTOMER HEREBY EXPRESSLY WAIVES ANY APPLICATION OF CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING.

11. LIMITATION OF LIABILITY.

(a) CUSTOMER AGREES THAT THE CONSIDERATION WHICH GOREACT RECEIVES HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY GOREACT OF THE RISK OF CUSTOMER INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW) OR OTHERWISE.

(b) The maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the equivalent of TWELVE (12) months of Fees applicable at the time of the event giving rise to the claim. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of Fees charged in connection with making the Service available to Customer and that, were GoReact to assume any further liability other than as set forth herein, such Fees would of necessity be set substantially higher.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO INDEMNITY OBLIGATIONS HEREIN. Certain jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

12. RESPONSIBILITY AND DISPUTE RESOLUTION.

(a) Each party hereby agrees that it is responsible for its own acts and behavior and the results thereof. As permitted in accordance with applicable law, and with respect to any claim or action arising out of the activities

described or performed under this Agreement, the parties mutually agree that each will also remain responsible for any and all liabilities, claims, damages, charges and expenses (collectively referred to as "**Liability**") incurred by reason of the acts or omissions of its employees, governing board members, students, faculty, or agents; and that neither party shall by this Agreement transfer such Liability to the other party.

(b) Each party agrees that before it or any employee, agent or representative of the party files a claim or suit with a federal or state agency or court or other public forum, it shall provide thirty (30) days prior written notice to the other and that, within such thirty (30) day period (or longer, if extended by mutual desire of the parties), authorized representatives of the parties shall meet (or confer by telephone) at least once in a good faith attempt to resolve the perceived dispute.

13. INDEMNITY.

(a) GoReact shall, at its own expense and subject to the limitations set forth in this Section and any limitations of applicable law (including legal restrictions to which Customer may be subject), defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "**Claims**") alleging that the Service, as used in accordance with this Agreement, infringes third party copyrights, trade secrets or trademarks and shall hold Customer harmless from and against liability, damages, and costs finally awarded, including, without limitation, reasonable attorneys' fees (collectively, "**Losses**") to the extent based upon such a Claim. Excluded from the indemnification obligations in this paragraph are Claims to the extent arising from (i) use of the Service in violation of this Agreement or applicable law, (ii) use of the Service after GoReact notifies Customer to discontinue use because of an infringement claim, or (iii) modifications to the Service or use of the Service in combination with any software, application or service made or provided other than by GoReact.

(b) If a Claim of infringement is brought or threatened, GoReact may, at its sole option and expense, use commercially reasonable efforts either (i) to procure a license that will protect Customer against such Claim without cost to Customer; (ii) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (iii) if (i) and (ii) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the prepaid and unused Fees for the terminated portion of the Term. The rights and remedies granted Customer under this paragraph state GoReact's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the Intellectual Property Rights of a third party.

(c) In the event of a potential indemnity obligation under this Section, Customer shall: (i) promptly notify GoReact in writing of such Claim; (ii) allow GoReact to have sole control of its defense and settlement; and (iii) upon request of GoReact, cooperate in all reasonable respects, at GoReact's cost and expense, with GoReact in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section are expressly conditioned upon Customer's compliance with this Section. The indemnification obligations contained in this Section shall survive termination of this Agreement for one year.

14. IRREPARABLE HARM AND INJUNCTIVE RELIEF.

The Service and the content made available through the Service is the result of significant investment by GoReact in developing, organizing, and presenting various tools and Submissions for the convenience of its Users. By using the Service, Customer hereby acknowledges and recognizes the uniqueness of the services provided by the Service and GoReact's substantial investments in such services as described herein, such that a breach of this Agreement by Customer could result in irreparable harm to GoReact for which money damages or other legal remedies may not adequately compensate. Accordingly, as permitted by applicable law, in the event of a breach of this Agreement, GoReact shall be entitled to seek equitable remedies, including without limitation preliminary and permanent injunctive relief, and Customer explicitly agrees that GoReact will not be required to post or secure a bond in order to obtain such relief.

15. CONFIDENTIALITY.

(a) For purposes of this Agreement, "**Confidential Information**" includes, unless otherwise restricted by applicable law, the terms of this Agreement, Submissions, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the parties regarding the Service and any information that is clearly identified in writing at the time of disclosure as confidential. Confidential Information shall not include information which: (i) is known publicly; (ii) is generally known in the industry before disclosure; (iii) has become known publicly, without fault of the receiving party, subsequent to disclosure by the disclosing party; (iv) is aggregate statistical data regarding GoReact's products and services that does not contain any personally identifiable, User-specific or Customer-specific information, or (v) is considered a public record under applicable open records laws.

(b) Each party agrees: (i) to keep confidential all Confidential Information; (ii) not to use or disclose Confidential Information to any third party except as directed by the disclosing party and only to the extent necessary to perform its obligations or exercise rights under this Agreement; and (iii) to protect the

confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement.

(c) Notwithstanding the foregoing, this paragraph will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law (specifically including applicable open records and public information laws to which Customer may be subject) or order of a court or other governmental authority or regulation, provided that the receiving party promptly notifies the disclosing party in writing of such required disclosure and cooperates with the disclosing party to seek an appropriate protective order, at disclosing party's sole expense.

16. ASSIGNMENT.

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that GoReact may assign, without Customer's consent, this Agreement, to (i) a wholly owned subsidiary of GoReact, or (ii) any entity which acquires all or substantially all of the assets of GoReact or into which GoReact is merged or consolidated or to any entity controlling or controlled by GoReact. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

17. PRIVACY; FERPA.

(a) GoReact may track web traffic origination and patterns for visitors to its website and Users of the Service, and may analyze this data for trends and statistics in the aggregate, but this information will be maintained, used and disclosed in aggregate form only and it will not contain personally identifiable information. GoReact may use this aggregate information to analyze trends, administer the Service, track users' movement, and gather broad demographic information for aggregate use.

(b) Where Customer is a qualifying educational agency or institution under the U.S. Family Educational Rights and Privacy Act ("**FERPA**"), GoReact acknowledges that for the purposes of this Agreement it is designated as a "school official" with "legitimate educational interests" in Customer Data and associated metadata, as defined under FERPA and its implementing regulations, and agrees to abide by the limitations and requirements imposed

on school officials under those regulations. As part of Customer's use of the Service, GoReact may collect data that is defined as Personally Identifiable Information ("**PII**") by FERPA. GoReact agrees to use such PII only for the purpose of fulfilling its duties under the Agreement, and will not monitor, share, or disclose any such PII to any third party except as provided for in this Agreement, as required by law, or as authorized in writing by Customer. GoReact specifically agrees not to use any PII for purposes of targeted advertising. Customer agrees that de-identified data, from which all PII-qualifying identifiers have been removed in accordance with FERPA definitions, is not PII and may be used for lawful purposes.

18. GENERAL.

(a) The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If Customer uses the Service outside the United States of America, Customer is responsible for following applicable local laws.

(b) Except for obligations of payment, neither party shall be liable for any delay or failure in performing hereunder if such failure arises, directly or indirectly, out of causes beyond the reasonable control of such party, including acts of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, epidemics, acts of God, war, government action, labor conditions, lightning, power surges or failures, terrorism, failure of telecommunications services (including the Internet), or acts or omissions of communications carriers. Performance shall be deferred until such cause of delay is removed, provided that the delayed party shall notify the other party of such occurrence.

(c) Terms in this Agreement are subject to limitations of applicable law. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. GoReact's failure to act with respect to a breach by Customer or others does not waive its right to act with respect to subsequent or similar breaches.

(d) This Agreement sets forth the entire understanding and agreement between Customer and GoReact with respect to the subject matter hereof, and supersedes any prior or contemporaneous understanding whether in written or oral form. GoReact may revise this Agreement from time to time, and the most current version will always be posted on the GoReact website. GoReact will notify Customer (by, for example, sending an email to the email address associated with the applicable account) of any such revision. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised terms. If Customer does not

agree to the revised terms, Customer may terminate the Service within 30 days of receiving notice of the change.

(e) In addition to and subject to the Sections noted as surviving above, the following Sections shall survive termination of this Agreement: 6, 7, 8, 10, 11, 12, 14, 15, 16, 18 and 19.

Effective: 15 July 2020

Acceptable Use Policy

Thank you for using the GoReact services, web sites, mobile applications, and/or client software **(the "Service")**. *We're proud of the trust you've placed in us, in exchange, we trust you to use the Service responsibly. Specifically, you agree not do any of the following, unless such a restriction is prohibited by law:*

- Reverse engineer or decompile the Service, attempt to do so, or assist anyone in doing so.

- Create derivative works of, transmit, perform, reuse, re-post, resell, display, rent, lease, license or otherwise distribute the Service, in whole or in part, unless authorized in writing by GoReact.

- Mirror or frame, or assist third parties in mirroring or framing, any of the web pages contained in the Service, or create Internet links to the Service which include login information, User names, passwords, and/or secure cookies.

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- Use the Service to: (i) send unsolicited or unauthorized email, advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (ii) harvest, collect, gather or assemble information or data regarding other Users, including email addresses; (iii) transmit any materials that are unlawful, immoral, libelous, abusive, harassing, hateful, tortuous, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene, pornographic, racially or ethnically offensive, encourage conduct that would be considered a criminal offense, or are otherwise objectionable or which are harmful to minors in any way; (iv) transmit any material that may infringe the intellectual property rights or other proprietary rights of third parties, including trademark, copyright, right of privacy, or right of publicity; (v) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms,

time bombs or cancel bots; (vi) interfere with or disrupt the integrity of any data or computer-based information or any servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (vii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; (viii) harass or interfere with another User's use and enjoyment of the Service; or (ix) submit any content that contains any falsehoods or misrepresentations that could damage GoReact or any third party or impersonates another person.

- Use any trade name, trademark, or brand name of GoReact in metatags, keywords and/or hidden text without our written consent.

- Use the Service for any unlawful purpose.

- Use automated systems (e.g., robots, spiders) on the Service. However, operators of public search engines may use spiders to copy materials from the Service for the sole purpose of creating publicly available searchable indices of the materials.

- Use the Service in any way which could damage, disable, overburden, or impair the Service or interfere with someone else's use of the Service.

- Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

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- Alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Service.

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