

Terms and Conditions of Service

The following are the terms and conditions by and between ORIGO Education, Inc., (sometimes referred to herein as “We”, “Us” and “Our”) and you (either an individual or a legal entity that you represent as an authorized employee or agent) (“You”) regarding your use of Our online educational software program as described in Our Invoice (“**Software**”), and accompanying proprietary documentation that You may print while accessing Our **Software** (“**Documentation**”) (“collectively called “**Service**”).

PLEASE READ THIS CAREFULLY. BY CLICKING THE “I ACCEPT” BUTTON OR USING THE **SERVICE**, YOU ARE AFFIRMING THAT YOU ARE A **REGISTERED USER** (as such, approved users are numbered and identified in Our INVOICE) AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF **SERVICE**, ALONG WITH TERMS CONTAINED IN OUR INVOICE INCLUDING ANY DOCUMENTS INCORPORATED BY REFERENCE INTO OUR INVOICE (collectively “**AGREEMENT**”). THIS **AGREEMENT** WILL BE EFFECTIVE AS OF THE DATE SPECIFIED IN OUR INVOICE. THE **SUBSCRIPTION PERIOD** FOR THE SERVICE SHALL BEGIN ON THE **EFFECTIVE DATE** AND END ON THE TERMINATION DATE STATED IN OUR INVOICE (“**SUBSCRIPTION PERIOD**”) AND WILL BE BINDING WHEN YOU CLICK ON THE “I ACCEPT” BUTTON. The **Service** is offered to You conditioned on Your acceptance without modification of the terms, conditions, and notices contained herein.

1.0. Service License.

1.1 General License Terms.

1.1.1 The bolded terms are defined in the Introduction above and incorporated hereunder. Subject to the terms and conditions of this **Agreement**, We are granting You a limited, revocable, non-exclusive, non-sublicensable license to use the **Software** and **Documentation** during the **Subscription Period**. The purpose of the Software is to:

- Provide educational institutions and their district and school administrators and teachers with password-protected access to Our educational content;
- Permit educational institutions to provide their students password-protected access and other access to educational content for use in connection with their studies; and
- Provide general content and informational services to visitors to our sites who are interested in learning more about Our Software.

You may remotely access, view and print **Documentation**. Your license of, use of, and access to the **Service** is conditioned upon Your compliance with the terms and conditions of the **Agreement**, including that You and Your **Registered Users** (as such term is defined in the Invoice) will not: (i) modify, copy or create derivative works based on the **Software** or **Documentation**; (ii) frame or mirror any content forming part of the **Software** or

Documentation, other than for Your own internal educational or training purposes; (iii) reverse engineer, decompile or disassemble the **Software**; (iv) access or allow others to access the **Software** in order to build, market, or offer a competitive product or service, or copy any ideas, features, functions or graphics of the **Software**; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share otherwise commercially exploit or market the **Software** available to any third party other than to **Registered Users** or as otherwise contemplated by this **Agreement**; (vi) interfere with or disrupt the integrity or performance of the **Software** or the data or **Documentation**; (vii) attempt to gain unauthorized access to the **Software** or its related systems or networks; or (viii) publicly display or publicly perform the **Software** or **Documentation** without Our permission. You acknowledge and agree that We reserve the right to modify or make changes to the **Software** and/or **Documentation** from time to time at our sole discretion, and We are not obligated to notify You of any such changes. Please contact Us if you have any questions regarding a particular change to the **Software** or **Documentation**.

1.1.2 Intellectual Property. We own all rights necessary to grant the licenses granted to the **Software** and **Documentation**. The **Software** and **Documentation** is licensed to You, not sold. Subject to the limited rights expressly granted to You, We own and reserve all rights, title and interest in and to the **Software** and **Documentation** and all related Intellectual Property rights including all ideas, concepts, rights, title, and interest in and to the **Software** and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by Us to licensors in connection with this **Agreement**. No other rights are granted to You and Your **Registered Users**.

1.2 Privacy Policy. All access and use of **Software** under this **Agreement** will be subject to Our Privacy Policy, which can be found at <https://www.origoeducation.com/privacy-policy/> which is expressly made part of this **Agreement**.

1.3 Subscription Software Operability

1.3.1 Maintenance and Access. During the **Subscription Period**, We will use commercially reasonable efforts to make the **Software** available (except for schedule maintenance downtime and unavailability not caused by Us) to You and Your **Registered Users** via the Internet 24 hours a day, 7 days a week. All access rights for You and Your **Registered Users** will be via the worldwide web using a browser and Internet connection compliant with the System Requirements found at <https://www.origoeducation.com/system-requirements/> which are subject to change at Our discretion.

1.3.2 Outage Periods. We will promptly investigate any problems that You report. If You experience an Outage Period, then upon Your written request We will issue You a credit for the pro-rated share of fees You have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit. The term "Outage Period" applies to the **Software** and means a period of more than 48 consecutive hours in which You and Your **Registered Users** are prevented from accessing the **Software** due to factors completely within Our control during a period that You are not in breach of this **Agreement**. Outage Periods exclude (a) planned downtime; or (b) any Force Majeure event. EXCEPT FOR THE CREDIT SUPPLIED DURING OUTAGE PERIODS, THE **SOFTWARE** IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE **SOFTWARE** WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE **SOFTWARE** WILL MEET YOUR PARTICULAR REQUIREMENTS OR PURPOSE.

Responsibility for User Activity. You are responsible for all activities that occur by **Registered Users** and for compliance by **Registered Users** with these Terms and Conditions of **Service**. You will: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the **Software**, and notify Us promptly of any such unauthorized access or use; and (ii) in connection with this **Agreement**, comply and ensure compliance by **Registered Users** with all applicable local, state and federal laws, rules and regulations.

2.0 General Terms.

2.1 Confidentiality.

2.1.1 Definition of Confidential Information. “Confidential Information” means all confidential and proprietary information disclosed by Us to You. Confidential Information includes the terms and conditions of this **Agreement** (including pricing and other terms reflected in all Invoices hereunder), the **Documentation**, the **Software**, technology and technical information, but does not include any information that, without breach of obligation owed to Us: (a) is or becomes generally known to the public; (b) was known to You prior to its disclosure by Us; (c) was independently developed by You; or (d) is received from a third party. You will not disclose or use any Confidential Information of Ours for any purpose outside the scope of this **Agreement**, except with Our prior written permission. This obligation will survive termination of this **Agreement** for a period of 3 years. If You disclose or use (or threatens to disclose or use) any Confidential Information of Ours in breach of this section, We will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

2.2 Disclaimers, Limitations and Exclusions.

2.2.1 Warranty Disclaimer. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

2.2.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS **AGREEMENT**, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE INVOICE. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS **AGREEMENT** AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

2.2.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.3 Term and Termination. This **Agreement** will begin on the **Effective Date** set forth in the Invoice and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last **Subscription Period** covered by this **Agreement**. A party may terminate this **Agreement** for cause 30 days after written notice of a material breach to the other party if such breach

remains uncured at the expiration of such period. Licenses granted under this **Agreement** will be automatically revoked when the **Subscription Period** expires or when this **Agreement** is breached. We also reserve the right to suspend access to the **Service** when the **Agreement** is breached.

2.4 Surviving Provisions. The following provisions will survive any termination or expiration of this **Agreement**: 1.1, 1.2, 1.3.2, 2.2 and 2.5.

2.5 Operational Provision. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, We may assign this **Agreement** in its entirety without Your consent, in connection with a transaction involving a sale of all or substantially all of Our assets or equity. Any attempt by a party to assign its rights or obligations under this **Agreement** in breach of this section will be void and of no effect. Subject to the foregoing, this **Agreement** will bind and inure to the benefit of the parties, their respective successors and permitted assigns. This **Agreement** constitutes the entire **Agreement** between the parties, and supersedes all prior **Agreements**, proposals or representations, written or oral, concerning its subject matter. Subject to Our right to amend the **Software** and/or **Documentation** at will and without notice as provided in Section 1.1, no modification, amendment, or waiver of any provision of this **Agreement** will be effective unless in writing and signed by Us or by Our amendment of these Terms and Conditions. We may amend these Terms and Conditions of **Service** by posting same on Our website.

To the extent of any conflict or inconsistency between the provisions in these Terms and Conditions and Our Invoice, the terms of the Invoice will prevail. This **Agreement** shall be governed in all respects by the laws of the State of Missouri, U.S.A. as they apply to **Agreements** entered into and to be performed entirely within the State of Missouri between Missouri residents, without regard to conflict of law provisions. If a dispute arises between You and Us, You agree that any claim or controversy at law or equity that arises out of this **Agreement** (a "Claim") will be resolved in accordance with this section of the **Agreement**. Any Claim shall be resolved through final and binding arbitration in St. Louis County, Missouri, U.S.A. administered by the American Arbitration Association ("AAA"), in accordance with the AAA rules of practice then in effect, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall equally share the arbitrator's fees and costs. The arbitration proceedings, and all documents, pleadings and awards related thereto shall be in English. The arbitration award shall be stated in US Dollars, and the reasons for the award shall be stated therein. Any Claim of any kind, nature, or description is barred and waived, and no proceedings of any kind may be commenced by You, unless You institute arbitration proceedings within one (1) year after the claimed breach occurs. We may, in Our sole discretion, apply to a court of competent jurisdiction with respect to (i) any claims We may have against You; (ii) any claims by Us to enforce the **Agreement** herein to arbitrate or to enforce the award of the arbitrator(s); (iii) Our enforcement of the limitation period set forth hereinabove in respect of Your claims; or (iv) any claims by Us for injunctive relief or interim measures to prevent or stop

courts within St. Louis County, Missouri, U.S.A. with respect to any such litigation. All Claims You bring against Us must be resolved in accordance with this section of the **Agreement**. All Claims filed or brought contrary to this section shall be considered improperly filed.

Should You file a Claim contrary to this section, We shall recover attorneys' fees and costs up to \$1,000, provided that We have notified You in writing of the improperly filed Claim, and You have failed to promptly withdraw the Claim. All notices under this **Agreement** will be in writing and will be deemed given upon: (a) the second business day after mailing; (b) the second business day after sending by confirmed facsimile; or (c) the second business day after sending by confirmed email. Notices to You will be addressed to the attention of the person signing the Invoice for You. The parties are independent contractors. This **Agreement** does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. If any provision of this **Agreement** is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this **Agreement** will remain in effect. No failure or delay by either party to exercise a right under this **Agreement** will be a waiver of that right.

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Last updated September 2020