

# QUOTE CONFIRMATION



DEAR DIANE BODENBENDER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMHS846	6/24/2020	LMHS846	1959440	\$40,586.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">GoGuardian for Teachers - subscription license (1 year) - 1 license</a> Mfg. Part#: GG-TCR1Y-007500 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Kentucky Association of Educational Cooperatives (018-A)	8051	4159248	\$3.50	\$28,178.50
<a href="#">Lightspeed Systems Classroom - subscription license (1 year) - 1 student</a> Mfg. Part#: CR-1 UNSPSC: 43232505 Electronic distribution - NO MEDIA Contract: Kentucky Association of Educational Cooperatives (018-A)	3545	5041380	\$3.50	\$12,407.50

PURCHASER BILLING INFO	SUBTOTAL	\$40,586.00
<b>Billing Address:</b> BOONE COUNTY BOARD EDUCATION NETWORK ADMINISTRATOR 8330 US HIGHWAY 42 FLORENCE, KY 41042-9286 <b>Phone:</b> (859) 283-1003 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$40,586.00
DELIVER TO	<b>Please remit payments to:</b>	
<b>Shipping Address:</b> BOONE COUNTY BOARD EDUCATION TECHNOLOGY 8330 US HIGHWAY 42 FLORENCE, KY 41042-9286 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

## Need Assistance? CDW•G SALES CONTACT INFORMATION



Rich McLean

(866) 668-9495

richmcl@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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## Terms & Agreements

# GoGuardian Website Terms of Service

Effective Date: May 17th 2018

Welcome to GoGuardian! This Terms of Service ("**Website Terms**") is a legal agreement between you and GoGuardian (formally — Liminex, Inc. doing business as GoGuardian — "**GoGuardian**," "**we**," "**us**," or "**our**") that governs your access and use of our website with a main page located at [goguardian.com](http://goguardian.com) (the "**Website**"). You acknowledge and agree that, by accessing or in any way using the Website, you are indicating that you have read, understand, and agree to be bound by these Website Terms, as well as GoGuardian's Privacy Policy (incorporated herein by reference). If you do not agree to these Website Terms, then you may not access or use our Website.

In the case of a conflict between the Website Terms and the terms of any other electronic or machine-readable statement or policy, the Website Terms shall control, except for any agreement governing the use of a GoGuardian product or service in which the user agrees to or is presented with a different governing agreement, such as our Terms of Service and End User License Agreement for our products or other agreement. In such case, this other agreement shall control.

You are responsible for regularly reviewing this page of our Website for updates to these terms, which is detailed further below in Section 11.

## 1. Eligibility and Registration for Our Website

To obtain more information about our products and services, you may be required to signup or register on the Website, and/or be asked to provide certain information about yourself. You must be at least eighteen (18) years of age to use the Website. By signing up or providing such information, you acknowledge and agree that you are over eighteen (18) years of age, and that the information you have provided is true, accurate, and complete as of the date you provide such information, and that you will promptly update your information, should it change.

During the registration process, you may be required to provide an email address and/or create a password, such as to use certain features or to subscribe to our blog. It is your responsibility to keep your password confidential. You agree that you will not allow others to use your account and that you are fully responsible for all activities that occur under your account. You agree to notify us immediately at [terms@goguardian.com](mailto:terms@goguardian.com) in the event of unauthorized use of your password or account, or of any other breach of security relating to your account. We are not liable for any loss or damage resulting from your failure to maintain the confidentiality of your account. We may assume that any communications from your

account have been made by you.

As a result of submitting or requesting information about our products, you may receive certain commercial communications from GoGuardian. You understand and agree to receive these communications. You may opt out of receiving these communications at any time by either using the unsubscribe functionality in such communications or by sending an email to [unsubscribe@goguardian.com](mailto:unsubscribe@goguardian.com).

## 2. Our Proprietary Rights

The Website is owned and operated by GoGuardian and contains material, which is derived in whole or in part from material supplied by GoGuardian and its affiliates, subsidiaries, and partners, and other sources. Such materials are protected by United States copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws. The Website is also protected as a collective work or compilation under U.S. copyright and other applicable law and treaties. You agree to abide by all applicable copyright and other intellectual property laws, as well as any additional copyright notices or restrictions contained in the Website.

All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Website shall, as between you and GoGuardian, at all times be and remain the sole and exclusive property of GoGuardian. You agree to protect the proprietary rights of GoGuardian and all others having rights in the Website during and after the term of these Website Terms. You further agree to comply with all reasonable written requests made by GoGuardian, its suppliers, and/or licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Website. You agree to notify us immediately at [terms@goguardian.com](mailto:terms@goguardian.com) upon becoming aware of any unauthorized access or use of the Website by any individual or entity or of any claim that the Website infringes upon any copyright, trademark, or other intellectual property rights.

You may not use any of GoGuardian's trademarks, trade names, service marks, copyrights, or logos in any manner that creates the impression that such items belong to or are associated with you or, except as otherwise provided herein, are used with our written consent. You also acknowledge that you have no ownership rights in or to any such items.

You may not modify, copy, reproduce, republish, upload, post, transmit, or in any way distribute material from the Website, including content, code, and software (collectively, "Material") unless specifically granted written permission to do so by us. If you would like permission to distribute content from our Website, please contact us at [marketing@goguardian.com](mailto:marketing@goguardian.com). We have the right but not the obligation to make changes and updates to any Material without prior notice.

## 3. User Content

Our Website may enable you to submit, post, upload, or otherwise make available (collectively, "post") content such as public messages, ideas, comments, and other content (collectively, "User Content") that may or may not be viewable by other users. For example, you may submit User Content through the

GoGuardian Blog. You acknowledge and agree that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom the User Content originated. You further agree that you have all required rights to submit, post, upload, disseminate, or otherwise use such User Content without violation of any third-party rights.

When you submit User Content on or through your use of any of the Website, you grant us a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licenseable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, and publish such User Content, in whole or in part, in any current or future-developed format or medium, including (without limitation) for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. All of your suggestions for correction, change, or modification to the Website will be the property of GoGuardian and you hereby assign any rights in such feedback to GoGuardian, without payment to you.

You represent and warrant that you own or otherwise control all rights to any User Content that you post on or through the Website. You agree that you will indemnify, defend, and hold harmless GoGuardian for all claims resulting from User Content you post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event, you will cooperate with us in asserting any available defenses.

You acknowledge and agree that we and our designees may or may not, at our discretion, screen User Content before or after its appearance on the Website, but that we have no obligation to do so. You further acknowledge and agree that we reserve the right, in our sole discretion, to reject, move, edit, or remove any User Content that is contributed to the Website, but we do not assume the obligation. Without limiting the foregoing, we and our designees shall have the right, in our sole discretion, to delete any User Content that violates these Website Terms or is otherwise objectionable, or for any reason whatsoever or for no reason. You acknowledge and agree that we do not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of or your reliance on the accuracy, completeness, or usefulness of User Content. You also understand that you may be exposed on the Website to User Content that you may consider offensive or objectionable.

## 4. Links

The Website may provide links to third party websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and we do not endorse and are not responsible or liable for such linked websites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any linked websites or resources. You also acknowledge and agree that these third party websites may have their own Terms of Service and Privacy Policy to which you may be bound.

## 5. Acceptable Use of GoGuardian's Website

You agree that you will not:

- Post content or otherwise engage in activity that: harasses, abuses, or threatens any other person, or that contains obscene content; degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification; or is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy.
- Copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Website Terms), modify, distribute, transmit, display, perform, reproduce, broadcast, duplicate, publish, license, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Website, by any means except as provided for in these Website Terms or with our prior written consent.
- Scrape, access, monitor, index, frame, link, or copy any content or information on the Website by accessing the Website in an automated way, using any robot, spider, scraper, web crawler, or any method of access other than manually accessing the publicly-available portions of the Website through a browser or any approved API.
- Violate the restrictions in any robot exclusion headers of our Website, if any, or bypass or circumvent other measures employed to prevent or limit access to the Website.
- Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs, and/or other content or feature that is designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- Post or do anything that could disable, overburden, or impair the proper working of our Website; or interfere with our Website's appearance, security, or functionality.
- Post, utilize, or otherwise make available any other party's intellectual property unless you have the right to do so, whether through an assignment of rights, use waiver, license, or fair use exception.
- Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody.
- Solicit personal or sensitive information from other users such as address, credit card information, financial account information, or passwords.
- Post spam or other advertisements or solicitations, promote commercial entities, or otherwise engage in commercial activity on or through our Website.
- Violate the law or encourage conduct that would constitute a criminal offense or give rise to civil liability.
- Violate these Website Terms or any guidelines or policies posted by us.
- Interfere with any other user's or party's use and enjoyment of the Website.

If you violate any of these rules or use the Website in any way that is not authorized, we may, in our sole discretion, remove any User Content, block access to the Website, and/or cancel your or any other user's account. You agree to immediately notify us at [terms@goguardian.com](mailto:terms@goguardian.com) upon learning of any unauthorized use, misuse, or abuse of the Website.

## 6. Liability, Warranty Disclaimers, and Other Legal Information

## 6.1 Warranty Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, SOFTWARE, TECHNOLOGY, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## 6.2 Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD GOGUARDIAN AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, JOINT-VENTURERS, CO-BRANDERS, AND OTHER PARTNERS (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING) (THE "**GOGUARDIAN PARTIES**"), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE WEBSITE, YOUR CONNECTION TO THE WEBSITE, YOUR VIOLATION OF THE WEBSITE TERMS OR PRIVACY POLICY, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE WEBSITE, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. THE GOGUARDIAN PARTIES RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

## 6.3 Limitation of Liability

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE GOGUARDIAN PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OF, OR THE INABILITY TO USE, THE WEBSITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA; (iii)

STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (iv) ANY OTHER MATTER RELATING TO THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THE WEBSITE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, OR YOUR ORGANIZATION FOR THE WEBSITE GIVING RISE TO SUCH CLAIM IN THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **7. Account Termination**

You agree that we may, in our sole discretion terminate your account without notice or liability to you or any third party. Grounds for such termination shall include (without limitation), (a) breaches or violations of the Website Terms or other agreements and/or guidelines, (b) discontinuance or material modification of the Website, (c) unexpected technical or security issues or problems, (d) to protect the rights, property, or safety of GoGuardian, its agents and affiliates, its users and the public, and/or (e) for any reason or no reason whatsoever. Termination of your account may include removal of access to all offerings requiring registration and, in our sole discretion, the deletion of your account and/or User Content.

## **8. Legal Compliance**

You acknowledge, consent, and agree that we may access, preserve, and disclose your account information, and communications made by you to us, and/or any User Content that you submit or make available for inclusion on the Website, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by GoGuardian's Privacy Policy or as reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce the Website Terms; (3) to respond to claims that any content violates the rights of third parties; (4) to protect the rights, property, or personal safety of GoGuardian, its agents and affiliates, its users, and the public; (5) to comply with applicable law; and/or (6) to address your requests.

## **9. Governing Law**

These Website Terms and the relationship between you and GoGuardian shall be governed by the laws of the State of California without regard to conflict of law provisions. You consent to exclusive personal jurisdiction and venue in federal and state courts located in and serving Los Angeles County, California.

## **10. Miscellaneous**

### **10.1 Entire Agreement**

These Website Terms constitute the entire agreement between you and us with respect to the Website and supersedes any prior agreements, oral or written, between you and us. The section titles in the Website Terms are for convenience only and have no legal or contractual effect.

## 10.2 Waiver and Severability of Terms

The failure of us to exercise or enforce any right or provision of the Website Terms shall not constitute a waiver of such right or provision. If any provision of the Website Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Website Terms remain in full force and effect.

## 10.3 Third-Party Beneficiaries

You agree that, except for the GoGuardian Family and as otherwise expressly provided in this Website Terms, there shall be no third-party beneficiaries to this Website Terms.

## 11. Changes to These Website Terms

We reserve the right to make changes to this Website Terms, such as to reflect changes in the law or to our Website. These Terms, including any changes to these terms, will be posted on our Website. You are responsible for regularly reviewing our Website and these Website Terms to obtain notice of such modifications. Your continued use of GoGuardian's Website following an update to the Website Terms will constitute your acceptance of the updated Website Terms.

### Products

Admin  
Teacher  
Beacon  
DNS  
Fleet

### Solutions

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For Windows  
Parent App  
Engagement Analytics



## Resources

[Distance Learning Resource Center](#)  
[Self Harm & Suicide Prevention](#)  
[Glossary of Technical Terms](#)  
[Research & Insights](#)  
[Resource Hub](#)  
[Live Events & Webinars](#)  
[Success Stories](#)

## Support

[Help Center](#)  
[Video Training](#)  
[Status Page](#)  
[Website Terms](#)  
[Website Privacy Policy](#)  
[Trust & Privacy](#)  
[Contact Us](#)  
[Sitemap](#)

## Company

[Blog](#)  
[Careers](#)  
[Leadership Team](#)  
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## Terms of Use

Revised: January 24, 2020

### 1. ACCEPTANCE OF TERMS

Lightspeed Solutions, LLC ("Lightspeed", dba "Lightspeed Systems") enables schools and other educational bodies to make learning safe, managed and mobile through access to and use of its proprietary online platform accessible from the website and associated domains of <https://www.lightspeedsystems.com> ("Platform") and Lightspeed's mobile applications ("Mobile Apps") and other locally-installed software ("Smart Agents") related to the Platform (the Platform together with the Smart Agents and the Mobile Apps, including Safety Check, the "Lightspeed System"). Any access to or use of the Lightspeed System is subject to the terms and conditions in this Terms of Use ("TOU"). Lightspeed may, at its discretion, update the TOU at any time without any prior notice. You can access and review the most current version of the TOU at the URL for this page or by clicking on the "Terms of Use" link within the Lightspeed System or as otherwise made available by Lightspeed.

PLEASE REVIEW THE TOU CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE LIGHTSPEED SYSTEM (OR ALLOWING END USERS TO ACCESS OR USE THE LIGHTSPEED SYSTEM), YOU AGREE TO BE BOUND BY THE TOU, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU ARE ENTERING INTO THE TOU ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THE TOU, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE TOU, YOU MAY NOT ACCESS OR USE THE LIGHTSPEED SYSTEM.

You represent and warrant that you are: (i) over eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Lightspeed System under the laws of your country of residence or any other applicable jurisdiction.

### 2. Other Agreements

Your access to and use of the Lightspeed System is subject to the Lightspeed Privacy Policy, any terms agreed to by the parties regarding the scope of access to and use of the Lightspeed System and/or Lightspeed's provision of support services to you, and any usage or other policies relating to the Lightspeed System posted or otherwise made available to you by Lightspeed (collectively, "Additional Terms"). The Additional Terms are part of the TOU and are hereby incorporated by reference and you agree to be bound by the Additional Terms.

### 3. Grant of Rights

- (a) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view pages within the Platform.
- (b) To the extent that the Platform provides access to any online software, applications or other similar components, Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use such components only in the form within the Platform.
- (c) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install, run and use the Mobile Apps on a mobile device that you own and control (which term shall include any device owned by you that you lend to end users), in executable, machine-readable, object code form only.
- (d) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install, run and use the Smart Agents on a device that you own and control (which term shall include any device owned by you that you lend to end users), in executable, machine-readable, object code form only.
- (e) All rights granted to you under this TOU are subject to your compliance with the TOU and all Additional Terms in all material respects and may only be exercised by you for your personal, non-commercial use or internal business purposes.

### 4. iOS Mobile Apps

- (a) If any Mobile App is downloaded by you from the iTunes App Store (each, an "iOS Mobile App"), the license in Section 3(c) with respect to such iOS Mobile App is further subject to your compliance in all material respects with the terms and conditions of the Usage Rules set forth in the iTunes App Store Terms of Service.
- (b) With respect to any iOS Mobile App, the parties acknowledge that the TOU is concluded between you and Lightspeed only, and not with Apple Inc. ("Apple"), and Apple is not responsible for iOS Mobile Apps and the contents thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to iOS Mobile Apps. Lightspeed, not Apple, is responsible for addressing any claims from you or any third party relating to iOS Mobile Apps or your possession and/or use of iOS Mobile Apps, including product liability claims, any claim that iOS Mobile Apps fail to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Apple and Apple's subsidiaries are third-party beneficiaries of the TOU with respect to iOS Mobile Apps, and Apple shall have the right (and will be deemed to have accepted the right) to enforce the TOU against you as a third-party beneficiary hereof with respect to iOS Mobile Apps. Lightspeed, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim attributable to iOS Mobile Apps.

### 5. Third Party Software

Some components of the Lightspeed System may be provided with or have incorporated into them third-party software ("Third-Party Software"), which may include software licensed under "open source" or other licenses approved by the Open Source Initiative. All Third-Party Software are subject to their own license terms available at <http://community.lightspeedsystems.com/third-party-software>. **If you do not agree to abide by the applicable terms for any Third-Party Software, you should not install or use the applicable components.** You acknowledge and agree that: (i) Lightspeed has no proprietary interest in any Third Party Software; (ii) to the extent permitted by applicable law and notwithstanding the rest of the TOU, any Third Party Software is provided "AS IS" with all faults and neither the licensor of such Third-Party Software nor any Lightspeed Party shall be liable for any damages, claims, liabilities or expenses (whether direct, indirect, incidental, special, exemplary, punitive or consequential) related to such Third Party Software or the use thereof; and (iii) such Third-Party Software may be subject to separate license restrictions and obligations set forth in the respective license agreements related to such software.

## 6. Support

Lightspeed will use commercially reasonable efforts to provide the support services agreed to by the parties pursuant to the applicable Additional Terms. Otherwise, the TOU does not entitle you to any support for the Lightspeed System.

## 7. Registration; Account

- (a) Lightspeed may enable you to access and browse the Lightspeed System without registering, but some features may not be accessible unless you register. In registering for the Lightspeed System, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Lightspeed System's registration form (the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lightspeed reasonably suspects that you have done so, Lightspeed may suspend or terminate your account.
- (b) You may not share your account or password with anyone. You are fully responsible for all activities that occur under your account, whether or not you authorized the particular use or user, and regardless of your knowledge of such use. You agree to notify Lightspeed immediately of any unauthorized use of your account or password or any other similar breach of security.
- (c) If your account remains inactive for three months or longer, Lightspeed reserves the right to suspend or terminate your account, with or without notice to you, and delete your Content (as defined in Section 8(a)), all without liability to you.

## 8. RESPONSIBILITY FOR CONTENT

- (a) You acknowledge and agree that all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Lightspeed System, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Lightspeed, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Lightspeed System ("Your Content"), and other users of the Lightspeed System, and not Lightspeed, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Lightspeed System ("User Content").
- (b) You acknowledge and agree that Lightspeed has no obligation to pre-screen Content (including Your Content and/or User Content), although Lightspeed reserves the right in its sole discretion to pre-screen, refuse or remove any Content. Without limiting the generality of the foregoing sentence, Lightspeed shall have the right to remove (without liability) any Content that violates the TOU or that it deems objectionable.
- (c) To the extent that you submit any Content, you represent and warrant that: (i) you have all necessary right and authority to grant the rights set forth in the TOU with respect to Your Content; and (ii) Your Content does not violate any duty of confidentiality owed to another party, or the copyright, trademark, right of privacy, right of publicity or any other right of any other party.
- (d) You shall provide data to Lightspeed in compliance with all applicable laws, including but not limited to, the Federal Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA") and Protection of Pupil Rights Amendment ("PPRA"). You represent, warrant, and covenant to Lightspeed, that you have: (i) complied with all applicable provisions of FERPA relating to disclosures to School Officials (as defined in 34 CFR 99.31 (B)) with a legitimate educational interest, including, without limitation, informing parents in their annual notification of FERPA rights, that you define "school official" to include service providers and define "legitimate educational interest" to include services such as the type provided by Lightspeed; or (ii) obtained all necessary parental or eligible student written consent to share student data with Lightspeed, in each case, solely to enable Lightspeed's operation of the services.

## 9. RIGHTS TO CONTENT

- (a) Lightspeed does not claim ownership of Your Content. However, you grant Lightspeed and its service providers a worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to provide the Lightspeed System to you. Additionally, you acknowledge and agree that Lightspeed may collect and use for any lawful purpose Your Content in aggregate form, without identifying individual end users or you.
- (b) You acknowledge and agree that the technical processing and transmission of data associated with the Lightspeed System, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.
- (c) Except with respect to Your Content, you acknowledge and agree that, as between you and Lightspeed, Lightspeed owns all rights, title and interest (including all intellectual property rights) in the Lightspeed System and all Content and other materials within the Lightspeed System. The Lightspeed System is protected by U.S. and international copyright, trademark, patent and other intellectual property laws and treaties. Lightspeed reserves all rights not expressly granted to you.
- (d) You acknowledge that a "Life of the Device" license is valid for a subscription period of the life of the device, up to a maximum of five years from the subscription start date. You agree to disable the Lightspeed System from any device that is no longer owned by you.

## 1. ACCEPTANCE OF TERMS

Lightspeed Solutions, LLC ("**Lightspeed**", dba "Lightspeed Systems") enables schools and other educational bodies to make learning safe, managed and mobile through access to and use of its proprietary online platform accessible from the website and associated domains of <https://www.lightspeedsystems.com> ("**Platform**") and Lightspeed's mobile applications ("**Mobile Apps**") and other locally-installed software ("**Smart Agents**") related to the Platform (the Platform together with the Smart Agents and the Mobile Apps, including Safety Check, the "**Lightspeed System**"). Any access to or use of the Lightspeed System is subject to the terms and conditions in this Terms of Use ("**TOU**"). Lightspeed may, at its discretion, update the TOU at any time without any prior notice. You can access and review the most current version of the TOU at the URL for this page or by clicking on the "Terms of Use" link within the Lightspeed System or as otherwise made available by Lightspeed.

PLEASE REVIEW THE TOU CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE LIGHTSPEED SYSTEM (OR ALLOWING END USERS TO ACCESS OR USE THE LIGHTSPEED SYSTEM), YOU AGREE TO BE BOUND BY THE TOU, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU ARE ENTERING INTO THE TOU ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THE TOU, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE TOU, YOU MAY NOT ACCESS OR USE THE LIGHTSPEED SYSTEM.

You represent and warrant that you are: (i) over eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Lightspeed System under the laws of your country of residence or any other applicable jurisdiction.

## 2. Other Agreements

Your access to and use of the Lightspeed System is subject to the Lightspeed Privacy Policy, any terms agreed to by the parties regarding the scope of access to and use of the Lightspeed System and/or Lightspeed's provision of support services to you, and any usage or other policies relating to the Lightspeed System posted or otherwise made available to you by Lightspeed (collectively, "**Additional Terms**"). The Additional Terms are part of the TOU and are hereby incorporated by reference and you agree to be bound by the Additional Terms.

## 3. Grant of Rights

- (a) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view pages within the Platform.
- (b) To the extent that the Platform provides access to any online software, applications or other similar components, Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use such components only in the form within the Platform.
- (c) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install, run and use the Mobile Apps on a mobile device that you own and control (which term shall include any device owned by you that you lend to end users), in executable, machine-readable, object code form only.
- (d) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install, run and use the Smart Agents on a device that you own and control (which term shall include any device owned by you that you lend to end users), in executable, machine-readable, object code form only.
- (e) All rights granted to you under this TOU are subject to your compliance with the TOU and all Additional Terms in all material respects and may only be exercised by you for your personal, non-commercial use or internal business purposes.

## 4. iOS Mobile Apps

- (a) If any Mobile App is downloaded by you from the iTunes App Store (each, an "**iOS Mobile App**"), the license in Section 3(c) with respect to such iOS Mobile App is further subject to your compliance in all material respects with the terms and conditions of the Usage Rules set forth in the iTunes App Store Terms of Service.
- (b) With respect to any iOS Mobile App, the parties acknowledge that the TOU is concluded between you and Lightspeed only, and not with Apple Inc. ("**Apple**"), and Apple is not responsible for iOS Mobile Apps and the contents thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to iOS Mobile Apps. Lightspeed, not Apple, is responsible for addressing any claims from you or any third party relating to iOS Mobile Apps or your possession and/or use of iOS Mobile Apps, including product liability claims, any claim that iOS Mobile Apps fail to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Apple and Apple's subsidiaries are third-party beneficiaries of the TOU with respect to iOS Mobile Apps, and Apple shall have the right (and will be deemed to have accepted the right) to enforce the TOU against you as a third-party beneficiary hereof with respect to iOS Mobile Apps. Lightspeed, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim attributable to iOS Mobile Apps.

## 5. Third Party Software

Some components of the Lightspeed System may be provided with or have incorporated into them third-party software ("Third-Party Software"), which may include software licensed under "open source" or other licenses approved by the Open Source Initiative. All Third-Party Software are subject to their own license terms available at <http://community.lightspeedsystems.com/third-party-software>. **If you do not agree to abide by the applicable terms for any Third-Party Software, you should not install or use the applicable components.** You acknowledge and agree that: (i) Lightspeed has no proprietary interest in any Third Party Software; (ii) to the extent permitted by applicable law and notwithstanding the rest of the TOU, any Third Party Software is provided "AS IS" with all faults and neither the licensor of such Third-Party Software nor any Lightspeed Party shall be liable for any damages, claims, liabilities or expenses (whether direct, indirect, incidental, special, exemplary, punitive or consequential) related to such Third Party Software or the use thereof; and (iii) such Third-Party Software may be subject to separate license restrictions and obligations set forth in the respective license agreements related to such software.

## 6. Support

Lightspeed will use commercially reasonable efforts to provide the support services agreed to by the parties pursuant to the applicable Additional Terms. Otherwise, the TOU does not entitle you to any support for the Lightspeed System.

## 7. Registration; Account

- (a) Lightspeed may enable you to access and browse the Lightspeed System without registering, but some features may not be accessible unless you register. In registering for the Lightspeed System, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Lightspeed System's registration form (the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lightspeed reasonably suspects that you have done so, Lightspeed may suspend or terminate your account.
- (b) You may not share your account or password with anyone. You are fully responsible for all activities that occur under your account, whether or not you authorized the particular use or user, and regardless of your knowledge of such use. You agree to notify Lightspeed immediately of any unauthorized use of your account or password or any other similar breach of security.
- (c) If your account remains inactive for three months or longer, Lightspeed reserves the right to suspend or terminate your account, with or without notice to you, and delete your Content (as defined in Section 8(a)), all without liability to you.

## 8. RESPONSIBILITY FOR CONTENT

- (a) You acknowledge and agree that all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Lightspeed System, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Lightspeed, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Lightspeed System ("Your Content"), and other users of the Lightspeed System, and not Lightspeed, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Lightspeed System ("User Content").
- (b) You acknowledge and agree that Lightspeed has no obligation to pre-screen Content (including Your Content and/or User Content), although Lightspeed reserves the right in its sole discretion to pre-screen, refuse or remove any Content. Without limiting the generality of the foregoing sentence, Lightspeed shall have the right to remove (without liability) any Content that violates the TOU or that it deems objectionable.
- (c) To the extent that you submit any Content, you represent and warrant that: (i) you have all necessary right and authority to grant the rights set forth in the TOU with respect to Your Content; and (ii) Your Content does not violate any duty of confidentiality owed to another party, or the copyright, trademark, right of privacy, right of publicity or any other right of any other party.
- (d) You shall provide data to Lightspeed in compliance with all applicable laws, including but not limited to, the Federal Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA") and Protection of Pupil Rights Amendment ("PPRA"). You represent, warrant, and covenant to Lightspeed, that you have: (i) complied with all applicable provisions of FERPA relating to disclosures to School Officials (as defined in 34 CFR 99.31 (B)) with a legitimate educational interest, including, without limitation, informing parents in their annual notification of FERPA rights, that you define "school official" to include service providers and define "legitimate educational interest" to include services such as the type provided by Lightspeed; or (ii) obtained all necessary parental or eligible student written consent to share student data with Lightspeed, in each case, solely to enable Lightspeed's operation of the services.

## 9. RIGHTS TO CONTENT

- (a) Lightspeed does not claim ownership of Your Content. However, you grant Lightspeed and its service providers a worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to provide the Lightspeed System to you. Additionally, you acknowledge and agree that Lightspeed may collect and use for any lawful purpose Your Content in aggregate form, without identifying individual end users or you.
- (b) You acknowledge and agree that the technical processing and transmission of data associated with the Lightspeed System, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.
- (c) Except with respect to Your Content, you acknowledge and agree that, as between you and Lightspeed, Lightspeed owns all rights, title and interest (including all intellectual property rights) in the Lightspeed System and all Content and other materials within the Lightspeed System. The Lightspeed System is protected by U.S. and international copyright, trademark, patent and other intellectual property laws and treaties. Lightspeed reserves all rights not expressly granted to you.
- (d) You acknowledge that a "Life of the Device" license is valid for a subscription period of the life of the device, up to a maximum of five years from the subscription start date. You agree to disable the Lightspeed System from any device that is no longer owned by you.

(e) Except with respect to Your Content, you may not: (i) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Lightspeed System, except as expressly permitted under the TOU; (ii) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Lightspeed System; (iii) frame or utilize any framing technique to enclose any Content; (iv) access the Lightspeed System for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Lightspeed System or any products or services offered by Lightspeed; (v) rent, lease, lend, sell or sublicense the Lightspeed System or otherwise provide access to the Lightspeed System as part of a service bureau or similar fee-for-service purpose; (vi) remove or obscure any proprietary notice that appears within the Lightspeed System; or (vii) use the Lightspeed System in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

## 10. EXPORT RESTRICTIONS

You acknowledge that the Lightspeed System is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Lightspeed System, including, but not limited to, the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry & Security ("BIS") and sanctions imposed by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC"), as well as end-user, end-use and destination restrictions enforced by U.S. and foreign governments.

You represent and warrants to Lightspeed that You shall not engage in the re-export of the Lightspeed System contrary to U.S. and international export control and sanctions regimes. You agree that You shall immediately notify Lightspeed in the event of any suspected or actual violation of U.S. export control and sanctions laws.

You are responsible for any and all activities that occur with the usage of the Lightspeed System. You shall ensure that the Lightspeed System is not used, transferred, or otherwise exported or re-exported to Crimea, Cuba, Iran, North Korea, Syria, or any other country in which the United States and/or European Union maintains an embargo (collectively, "Embargoed Countries") or to any person or entity on OFAC's List of Specially Designated Nationals or BIS' Entity List ("Designated Person"). These lists of designated persons are subject to change without notice. By using the Lightspeed System, You represent and warrant that You are not located in, under the control of, or a national or resident of an Embargoed Country or Designated Person. You agree to obtain any necessary export authorizations for the re-export of the Lightspeed System to ensure compliance with U.S. export and sanctions laws.

## 11. User CONDUCT

In connection with your or your end user's access to or use of the Lightspeed System, you and they shall not:

- (a) upload, post, email, transmit or otherwise make available any Content that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise objectionable; (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; (v) contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate.
- (b) impersonate any person or entity, including Lightspeed personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Lightspeed System;
- (d) act in a manner that negatively affects the ability of other users to access or use the Lightspeed System;
- (e) take any action that imposes an unreasonable or disproportionately heavy load on the Lightspeed System or its infrastructure;
- (f) interfere with or disrupt the Lightspeed System or servers or networks connected to the Lightspeed System, or disobey any requirements, procedures, policies or regulations of networks connected to the Lightspeed System;
- (g) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Lightspeed System, or substantially download, reproduce or archive any portion of the Lightspeed System;
- (h) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Lightspeed System, including your user account and password; or
- (i) violate any applicable local, state, provincial, federal or international law or regulation.

## 12. Suggestions

If you elect to provide or make available to Lightspeed any suggestions, comments, ideas, improvements or other feedback relating to the Lightspeed System ("Suggestions"), Lightspeed shall be free, and you hereby grant Lightspeed a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license, to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit or compensation to you.

## 13. DEALINGS WITH ADvertisers and Other Third Parties

Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on the Lightspeed System, including payment for and delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third party. You agree that Lightspeed shall not be liable for any damage, liability, expense or loss of any kind incurred as a result of any such dealings.

## 14. LINKS and External Materials

The Lightspeed System or users of the Lightspeed System may provide links or other connections to other websites or resources. You acknowledge and agree that Lightspeed does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("External Materials"). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies. You further acknowledge and agree that Lightspeed shall not be liable for any damage, liability, expense or loss resulting from or arising out of use of or reliance on any External Materials.

#### 15. MODIFICATIONS TO The Lightspeed System

Subject to any Additional Terms, Lightspeed reserves the right at any time to modify the Lightspeed System, with or without notice, and Lightspeed shall not be liable to you or any third party for any such modification; provided, Lightspeed shall provide you reasonable prior notice if such modification will materially and adversely affect the functionality of the Lightspeed System and you may terminate the TOU by providing written notice to Lightspeed promptly thereafter.

#### 16. INDEMNIFICATION

You shall indemnify, defend and hold Lightspeed and its affiliates and equityholders, and each of their officers, directors, employees, agents, partners, representatives, advisors and licensors (collectively, "Lightspeed Parties") harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys' fees, resulting from or arising out of: (a) Your Content and/or User Content; (b) your or your end user's violation of the TOU, any law or regulation, or any rights (including intellectual property rights) of another party; or (c) your use or your end user's use of the Lightspeed System (including your failure to use certain aspects of the Lightspeed System; your failure to report or take action with respect to actual or potential harmful web activity or harmful actions of end users or information relating to such activity or actions; your decision to act upon information obtained from the Lightspeed System; or failure of the Safety Check system to provide information to you or any other person). You may not settle or compromise any indemnified claim without the prior written consent of Lightspeed.

#### 17. DISCLAIMER OF WARRANTIES

(a) YOUR USE AND YOUR END USER'S USE OF THE LIGHTSPEED SYSTEM IS AT SUCH PERSON'S SOLE RISK. THE LIGHTSPEED SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIGHTSPEED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) LIGHTSPEED PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE LIGHTSPEED SYSTEM WILL MEET YOUR REQUIREMENTS OR THE LIGHTSPEED SYSTEM WILL PROVIDE ALL DESIRABLE OR NECESSARY INFORMATION TO YOU OR YOUR END USERS; (ii) ACCESS TO THE LIGHTSPEED SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE LIGHTSPEED SYSTEM (INCLUDING SAFETY CHECK) WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE; OR (IV) THE USE OF THE LIGHTSPEED SYSTEM (INCLUDING SAFETY CHECK) WILL PROTECT YOU OR YOUR END USERS OR ANY OTHER PARTY FROM HARM.

(c) ALL CONTENT MADE AVAILABLE THROUGH THE LIGHTSPEED SYSTEM IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION BEFORE TAKING OR OMITTING ANY ACTION OR DETERMINING WHETHER TO TAKE ANY ACTION WITH RESPECT TO ANY INFORMATION OBTAINED FROM THE LIGHTSPEED SYSTEM.

#### 18. LIMITATION OF LIABILITY; RELEASE

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY: (I) LIGHTSPEED PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, BUSINESS INTERRUPTION, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF LIGHTSPEED PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND (II) IN NO EVENT SHALL LIGHTSPEED PARTIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOU OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE LIGHTSPEED SYSTEM EXCEED THE AMOUNT PAID BY YOU TO LIGHTSPEED FOR ACCESS TO THE LIGHTSPEED SYSTEM WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. you may not bring a claim under this tou more than 6 months after the cause of action arises.

(b) You hereby release AND DISCHARGE the lightspeed parties from all DAMAGES, claims, liabilities, and expenses in connection with: your failure to use certain aspects of the Lightspeed System; your failure to report or take action with respect to actual or potential harmful web activity or harmful actions of end users or information relating to such activity or actions; YOUR DECISION TO ACT UPON INFORMATION OBTAINED FROM THE LIGHTSPEED SYSTEM; OR failure of the Safety Check system to provide information to you or any other person.

(c) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### 19. TERMINATION

(a) Subject to the Additional Terms, if you violate the TOU, all rights granted to you under the TOU shall terminate immediately, with or without notice to you.

(b) Upon termination of the TOU for any reason: (i) Lightspeed, in its sole discretion, may remove and discard Your Content; and (ii) any

provision that, by its terms, is intended to survive the expiration or termination of this TOU shall survive such expiration or termination.

## **20. Governing Law**

The TOU shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the TOU.

## **21. FORUM FOR DISPUTES**

The federal and state courts of Travis County, Texas shall have exclusive jurisdiction over any disputes or legal action arising out of or relating to the TOU or the Lightspeed System.

## **22. Legal Compliance**

You represent and warrant that you are not: (a) located in an Embargoed Country or a country otherwise designated by the U.S. Government as a "terrorist supporting" country; or (b) a Designated Person.

Depending upon the jurisdiction in which the Lightspeed System is licensed or related services are used, this TOU may be subject to certain government export and other restrictions, and You shall comply with all applicable laws in connection therewith. You agree that You will not export or re-export the Lightspeed System, reference images or accompanying documentation or use the Lightspeed System or related services in any form without the appropriate authorization. Failure to comply with this provision is a material breach of this TOU and shall result in the automatic termination of this TOU, whether or not Lightspeed is aware of the same at the time. The Lightspeed System or any software associated with the Lightspeed System may not be exported or re-exported a) into any U.S. embargoed countries or b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity list. By using the Lightspeed System, You represent that You are not located in such a restricted country or on any such list.

## **23. U.S. Government Entities**

This section applies to access to or use of the Lightspeed System by a branch or agency of the United States Government. The Lightspeed System includes "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualifies as "commercial items" as defined in 48 C.F.R. 2.101. Such items are provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in the TOU with respect to the such items, and any access to or use of the Lightspeed System by the United States Government constitutes: (a) agreement by the United States Government that that such items are "commercial computer software" and "commercial computer software documentation" as defined in this section; and (b) acceptance of the rights and obligations herein.

## **24. NO THIRD-PARTY BENEFICIARIES**

You agree that, except for Lightspeed Parties and as otherwise expressly provided in the TOU, there shall be no third-party beneficiaries to the TOU.

## **25. Procedure for Making Claims of Copyright Infringement**

If you believe that your work has been made available through the Lightspeed System in a way that constitutes copyright infringement, please provide Lightspeed's Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Lightspeed System; (d) your address, telephone number and email address; (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Lightspeed's Agent for Notice of Copyright Claims can be reached as follows:

Agent for Notice of Copyright Claims  
VP Global Operations  
2500 Bee Cave Road, Suite 350 Austin, TX 78746

Phone: 737.205.2500  
Email: [copyright@lightspeedsystems.com](mailto:copyright@lightspeedsystems.com)

## **26. California Users & Residents**

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

## **27. GENERAL PROVISIONS**



The TOU (together with the Additional Terms) constitutes the entire agreement between you and Lightspeed concerning your access to and use of the Lightspeed System. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Lightspeed with respect to such subject matter. In the event of any conflict between or among the TOU and any Additional Terms to which the TOU refers, the terms and conditions of the TOU shall take precedence and govern. The TOU may not be amended by you except in a writing executed by you and an authorized representative of Lightspeed. For the purposes of the TOU, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." You may not assign or delegate any right or obligation under the TOU without the prior written consent of Lightspeed. The failure of Lightspeed to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOU. Any prevention of or delay in performance by Lightspeed hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.



Lightspeed Systems

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