

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
LVRR279	1/7/2021	GO GUARDIAN	1959440	\$1,327.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GoGuardian Teacher - subscription license (1 year) - 1 license Mfg. Part#: GG-TCR1Y-000500 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: MARKET	450	4159245	\$2.95	\$1,327.50

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

PURCHASER BILLING INFO		SUBTOTAL	\$1,327.50
Billing Address: BOONE COUNTY BOARD EDUCATION NETWORK ADMINISTRATOR 8330 US HIGHWAY 42 FLORENCE, KY 41042-9286 Phone: (859) 283-1003 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$1,327.50
DELIVER TO		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: BOONE COUNTY BOARD EDUCATION TECHNOLOGY 8330 US HIGHWAY 42 FLORENCE, KY 41042-9286 Shipping Method: ELECTRONIC DISTRIBUTION			

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.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Terms & Agreements

GoGuardian Products Terms of Service and End User License Agreement

Last Updated Date: August 7, 2020

Introduction

Welcome to GoGuardian! Before using our GoGuardian Offerings, please take the time to review these combined Terms of Service and End User License Agreement (EULA) for GoGuardian offerings, together with any applicable GoGuardian Order Form(s), the Product Privacy Policy, and, if applicable GoGuardian GoGuardian's Data Processing Addendum (collectively, the "**Agreement**"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 15 (Definitions).

When does this Agreement apply? This Agreement governs the use of GoGuardian offerings and is a binding contract between School (sometimes referred to as "**School**," **you**," or "**your**") and Liminex, Inc. doing business as GoGuardian ("**GoGuardian**," "**we**," "**us**", or "**our**"). This Agreement is distinct from our Website Terms of Service, which governs only use of our Website.

BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING GOGUARDIAN OFFERINGS IN ANY WAY, SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND SUCH SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "SCHOOL" SHALL REFER TO EACH SUCH ENTITY AND ITS AFFILIATES.

You are free to reject this Agreement, but if you do not agree with all of the provisions of this Agreement, then you may not use our GoGuardian Offerings in any way.

IMPORTANT NOTICES:

- Section 13.2 contains provisions governing how claims are resolved between us, including a requirement for binding arbitration and class action waiver.
- You understand that use of the GoGuardian Offerings may require the consent for monitoring and recording information and communications of all users on the Managed Devices or Accounts under Applicable Law. You represent and warrant that you have obtained such requisite consent.

- GoGuardian may make non-material modifications to this Agreement or changes that expand our obligations, reduce your obligations, or introduce a new product offering immediately without notice to you. Otherwise, we will only modify or replace this Agreement, after providing notice to you in accordance with Section 14.1. You are responsible for regularly reviewing your GoGuardian Account and our Website for any changes to the Agreement.
- Your use of, and participation in, certain GoGuardian Offerings may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in this Agreement, an Order Form or will be presented to you for your acceptance when you sign up to use the supplemental GoGuardian Offerings. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the GoGuardian Offerings with which it applies.

i. We have included, in italics at the beginning of each section, summaries that provide short explanations of the legal language in plain English to aid in understanding, but such summaries are not legally binding.

1. GETTING ACCESS AND GETTING STARTED WITH GOGUARDIAN OFFERINGS

i. This Section explains establishing and maintaining a GoGuardian Account, including orders for GoGuardian Offerings. This Section also reminds you of the importance of being mindful about the information and settings in your GoGuardian Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.

GoGuardian makes our Offerings available on a paid subscription-based license. As further described in Section 4.1, from time to time and in its sole discretion, GoGuardian may offer limited free, trial or beta GoGuardian Offerings at no additional charge.

1.1 Ordering

You may purchase Subscriptions to our Offerings either directly from GoGuardian or indirectly through one of GoGuardian's Authorized Resellers. If you purchase a Subscription to a GoGuardian Offering through an Authorized Reseller, you will enter into an Order Form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between you and the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any GoGuardian Offering that you acquire from an Authorized Reseller, as well your relationship with GoGuardian as to any products or services you purchase through an Authorized Reseller, and that GoGuardian has the right to enforce the terms of this Agreement with respect to such purchases. You also acknowledge that no Authorized Reseller is authorized to provide warranties with respect to any GoGuardian Offerings in excess of those provided by GoGuardian in this Agreement. The terms regarding any value-added services provided to you by an Authorized Reseller are solely between you and the Authorized Reseller and we have no responsibility for any such services.

If during the Subscription Term, you would like to expand your base Subscription(s) to include additional licenses above your Licensed Capacity, please contact GoGuardian so that we can send you an additional

Order Form for those Add-Ons. If we do not hear from you and you deploy additional Licenses, we or, as applicable, an Authorized Reseller will send you an Order Form and invoice you for the subscriptions to the Add-Ons that you use above your Licensed Capacity. Add-Ons, once deployed and paid, will be rolled into your base Subscription.

1.2 GoGuardian Accounts and School Account Information

Before accessing certain GoGuardian Offerings, you may be required to create a GoGuardian Account. When setting up your GoGuardian Account, you may link your GoGuardian Offering with your Google and/or Microsoft Active Directory account for ease of sign on and to pull in a directory of Managed Accounts or Devices. In linking to your Google and/or Microsoft account, you are granting GoGuardian access to certain account information from your Google and/or Microsoft account, as permitted under the applicable terms and conditions that govern your use of that Google or Microsoft Active Directory account.

1.2.1 Authorized Users

Within the GoGuardian Account, you will have the ability to enable separate accounts for Authorized Users. You are responsible for issuing and maintaining such accounts only for appropriate Authorized Users, as well as issuing and maintaining appropriate permission settings for each Authorized User.

1.2.2 School Information

In creating a GoGuardian Account, you agree to (a) provide true, accurate, current and complete information necessary to create a GoGuardian Account and deploy the purchased GoGuardian Offerings on Managed Devices or Accounts, including accurate, up-to-date and complete School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information; and (b) promptly update any such information to maintain its accuracy and completeness. Because proper implementation and operation of the GoGuardian Offerings is dependent on the accuracy, completeness and timeliness of the Personal Student Information, Parent/GoGuardian Information and Association Information, it is of the utmost importance that your School take great care in maintaining and updating this Personal Student Information, Parent/Guardian Information and Association Information at all times during the Term.

You are responsible for ensuring the confidentiality and security of School Account Information, including protecting, and requiring Authorized Users to protect, usernames and passwords associated with GoGuardian Account, and notifying GoGuardian immediately if you suspect or know that (1) a username and password is known by someone other than the applicable Authorized User; and/or (2) your GoGuardian Account (including any individual Authorized User account) has been compromised.

1.2.3 Account Settings

You are responsible for selecting and updating the settings in the GoGuardian Offerings as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established for monitoring Managed Devices or Accounts and parents' or guardians' authorization of such monitoring. If you have questions about any settings in a GoGuardian Offering or GoGuardian Account, such as permissions and settings associated with Managed Devices or Accounts, please visit GoGuardian's Help Center and/or contact support@goguardian.com.

1.3 Payment Terms

Fees due for initial orders, any Add-Ons, and any renewals of GoGuardian Offerings shall be set forth in the applicable Order Form ("**Fees**"). Fees for purchases made directly from GoGuardian shall be paid within thirty (30) days of the date of GoGuardian's issuance of an invoice for such purchases, unless otherwise stated on an Order Form. Payment obligations for purchases made through an Authorized Reseller shall be as agreed upon by you and the Authorized Reseller.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under this Agreement.

Unless otherwise stated on an Order Form, Fees are paid in advance of each billing period. Payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. Upon your cancellation or termination of any Subscription, you remain responsible for payment of all Fees allocable to the terminated portion of the Subscription Term referenced in the applicable Order Form without any refund owed to you, unless otherwise mutually agreed to in writing between you and GoGuardian.

Upon notice to you, GoGuardian may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. GoGuardian may increase any Fees that are not specified in an Order Form between you and GoGuardian at any time, with or without notice to you. GoGuardian may allow you to continue using a free, trial or beta GoGuardian Offering on a paid Subscription basis, but your continued use and your Subscription would be subject to a completed Order Form and payment of the applicable Fee.

2. GOGUARDIAN OFFERINGS

i. This Section explains more about the GoGuardian Offerings to which you have subscribed, including updates and linkage with other third party integration software that GoGuardian makes available to you. GoGuardian Offerings may experience downtime or suspend access in certain situations.

2.1 Access and Updates to GoGuardian Offerings.

GoGuardian will make our Offerings to which you have subscribed available to you, subject to the terms of this Agreement. From time to time, GoGuardian may also make updates to its Offerings to you, including to

improve its GoGuardian Offerings. You agree that GoGuardian may automatically install updates, upgrades, and additional features to the GoGuardian Offerings that we deem to be reasonable, beneficial to you, and/or reasonably necessary. You acknowledge and agree that any obligation GoGuardian may have to support previous version(s) of a GoGuardian Offering may end when an update, upgrade, and/or additional feature is made available for the GoGuardian Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are not distributed with a separate license or other agreement. If we make any material changes to a GoGuardian Offering, we will notify you within the GoGuardian Offering interface or by sending you an email.

With respect to a GoGuardian Offering accessed through or downloaded from the Apple App Store (an **"App Store Sourced Application"**), you agree to only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. In addition, you acknowledge and agree that the availability of the App Store Sourced Application is dependent on the Apple App Store.

2.2 Downtime and Suspension of GoGuardian Offerings.

You acknowledge that you may experience downtime (a) as a result of GoGuardian conducting maintenance; or (b) in connection with a force majeure event (as described in Section 14.5). In addition, you acknowledge that GoGuardian, may at its discretion, suspend your access to the GoGuardian Offerings for your breach of this Agreement, if GoGuardian has reasonable grounds to suspect that any School Account Information provided by you or any Authorized User is untrue, inaccurate, not current or incomplete, or if GoGuardian deems it reasonably necessary to avoid or mitigate harm to GoGuardian, you, any other of GoGuardian's customers or a third party if the offerings were not suspended, or to comply, in our sole discretion, with legal requirements.

2.3 Integrations with GoGuardian Offerings.

GoGuardian may allow you to access certain third party software or offerings through your GoGuardian Account via an application programming interface ("**API**") or other technical connection (such software or offering, an **"Integration Offering"**). Because you control whether to integrate and use an Integration Offering, you are solely responsible for all interactions with the Integration Offering, including ensuring appropriate privacy, contractual, and other protections with it as well as ensuring that you are complying with any terms you are required to agree with the provider of such Integration Offering. Integration Offerings are not "GoGuardian Offerings" under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to GoGuardian Offerings hereunder. The availability of any Integration Offering through GoGuardian Offerings does not imply GoGuardian's endorsement of or affiliation with the provider of such Integration Offering. GoGuardian does not control Integration Offerings and will have no liability to you in connection with any Integration Offering. GoGuardian has no obligation to monitor or maintain access to Integration Offerings, and may disable the ability to integrate with them or restrict access to any Integration Offerings at any time, with or without notice to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances). By using or enabling any Integration Offering, you are expressly permitting GoGuardian to disclose School Profile Information, Authorized School Personnel

Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including support requests and School Log and Cookie Information to the extent necessary to utilize the Integration Offering. YOUR USE OF INTEGRATION OFFERINGS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH INTEGRATION OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH INTEGRATION OFFERINGS).

3. YOUR USE OF GOGUARDIAN OFFERINGS AND YOUR RESPONSIBILITIES

i. This Section explains that GoGuardian licenses our Offerings to you for certain uses. Please use our Offerings responsibly and appropriately.

3.1 License Grant to You; Restrictions

GoGuardian hereby grants to School a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific GoGuardian Offering(s) set forth in an Order Form and the related User Documentation, during the Subscription Term and solely for School's internal business purposes.

The rights granted to School in this Agreement are subject to the following restrictions: School shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any GoGuardian Offering or User Documentation, or otherwise provide access to any portion of any GoGuardian Offering or User Documentation to any third party (other than Authorized Users as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of the GoGuardian Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using GoGuardian's name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any GoGuardian Offering or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any GoGuardian Offering or User Documentation; (f) access any GoGuardian Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any GoGuardian Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without GoGuardian's prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any GoGuardian Offering or User Documentation. Any future release, update or other addition to any GoGuardian Offering shall be subject to this Agreement. GoGuardian and its suppliers reserve all rights not granted in this Agreement. Any unauthorized use of a GoGuardian Offering terminates School's right to use all GoGuardian Offerings.

3.2 School Responsibilities

School will (a) be responsible for Authorized Users' compliance with this Agreement (including any <https://www.goguardian.com/eula/#5-term-termination>

comply with (a) be responsible for compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and

legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Guardian/Parent Information, and School Log and Cookie Information and School's use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of GoGuardian Offerings, and notify GoGuardian promptly of any such unauthorized access or use, (d) use the GoGuardian Offerings only in accordance with this Agreement, User Documentation, and all Applicable Law, and (e) comply with the terms of service of any Integration Offering with which School uses a GoGuardian Offering. Any use of a GoGuardian Offering in breach of the foregoing by School or any Authorized User that in GoGuardian's judgment threatens the security, integrity or availability of a GoGuardian Offering may result in immediate suspension of access to any or all GoGuardian Offerings.

School acknowledges that it is solely responsible for compliance with any legal or policy obligations related to the protection of the well-being of its students and that it understands that certain GoGuardian Offerings are only intended to be a tool to assist School as part of a broader program intended to fulfill any legal or policy applications, to the extent applicable. The GoGuardian Parties make no representation or warranty that any of the GoGuardian Offerings, alone or in combination with any other efforts, will be effective in detecting or stopping suicide, violence to self or others, or any other kind of risky behavior by a student of School or any other individual. GoGuardian is not responsible for, and School expressly waives any claim for liability against GoGuardian related to, any student or other individual's death, illness, bodily injury, disability, emotional distress or other outcome. To the maximum extent permissible by law, such waiver shall extend to any School personnel, student, student family, estate or other third parties. To the extent that GoGuardian is made a party to any dispute related to any such death, illness, bodily injury, disability, or other outcome, School shall indemnify GoGuardian in accordance with Section 11, below.

3.3 General Acceptable Use Policy

We need your help to ensure that the GoGuardian Offerings are used safely and appropriately. You agree, represent and warrant that you and your Authorized Users will not use the GoGuardian Offerings:

- On any computers and/or accounts on which you do not have permission to operate and on which the GoGuardian Offerings cannot be legally and rightfully operated.
- To do anything, including posting information that is abusive, harmful, threatening, harassing, libelous, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- To intentionally violate another person's privacy rights under Applicable Law.
- For commercial purposes (beyond School's internal business purposes).
- To do anything to burden, compromise, or interfere with any GoGuardian Offering, its appearances, security, or functionality.
- In any way that jeopardizes the security of your or any other party's account.
- To advertise, solicit, or transmit commercial advertisements, including without limitation, junk e-mail, spam, or any other unsolicited messages regardless of the medium (e.g., email, text, SMS, chat, etc.).

School is responsible for any failure by any Authorized User to comply with this General Acceptable Use

Policy.

4. SPECIAL TERMS FOR FREE, TRIAL AND BETA OFFERINGS

i. This Section explains that we may make free, trial, or beta offerings available for you to test and provide GoGuardian with Feedback about whether a GoGuardian Offering meets your needs. Because these offerings are different from paid Subscriptions, there are special terms for them.

4.1 Free or Trial Subscriptions

If GoGuardian makes a GoGuardian Offering available to you on a free or trial basis, it is so you can use the GoGuardian Offering before purchasing a Subscription to determine if the offering meets your needs. Trial subscriptions to a GoGuardian Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, GoGuardian (a) may discontinue the GoGuardian Offering or your ability to use it at any time, with or without notice and without any further obligations to you; (b) provides the GoGuardian Offering to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the GoGuardian Offering during the trial period.

4.2 Beta Offerings

GoGuardian sometimes makes new GoGuardian Offerings or features within existing GoGuardian Offerings available on a beta basis ("beta GoGuardian Offerings"). Beta GoGuardian Offerings are generally prerelease or untested products or features. Features or offerings labeled as "alpha," "beta," or "test" within the interface of a GoGuardian Offering are beta GoGuardian Offerings subject to this Section. Unless otherwise agreed in writing by School and GoGuardian, any GoGuardian Offering or feature provided as a beta GoGuardian Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, GoGuardian (a) may discontinue the beta GoGuardian Offering or feature or your ability to use it at any time, with or without notice and without any further obligations to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances).; (b) provides the beta GoGuardian Offering or feature to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the beta GoGuardian Offering or feature during the beta period. Additionally, as consideration for access to and use of any beta GoGuardian Offering, you agree to (1) treat the beta GoGuardian Offering as GoGuardian's Confidential Information; and (2) provide regular Feedback about the beta GoGuardian Offering, if requested.

5. TERM, TERMINATION

i. This Section explains the duration of this Agreement as well as your and GoGuardian's obligations after this Agreement ends.

5.1 Term

Unless terminated earlier in accordance with the terms of this Agreement, the Term commences on the Effective Date and continues until all of your Order Forms and Subscription Terms expire.

5.2 Termination

Either party may terminate this Agreement (a) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof, or (b) upon thirty (30) days' notice to the other party. School shall continue to be responsible for all Fees for the terminated Subscription Term and other Fees agreed to in the Order Form except to the extent School terminates this Agreement as a result of GoGuardian's uncured material breach or GoGuardian terminates without cause (i.e., not as a result of School's uncured material breach), in which cases School shall not be obligated to pay for (and shall be entitled to a refund by GoGuardian of) the Fees allocable to the unused portion of the Subscription Term.

5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the GoGuardian Offerings or User Documentation, and immediately will cease accessing and/or using the GoGuardian Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any GoGuardian Offerings and User Documentation, and returning or destroying any accompanying User Documentation in your possession or control. The following will survive any expiration or termination of this Agreement: Sections 1.2, 1.3 (for Fees incurred during the Term), 2.3, 3 (except as otherwise set forth therein), 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13, 14, and 15.

6. INTELLECTUAL PROPERTY

i. This Section explains that we ask that you please protect our and others' intellectual property.

6.1 Ownership

GoGuardian or its Affiliates (or their licensors) own all right, title and interest in and to the GoGuardian Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the GoGuardian Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, GoGuardian and its Affiliates reserve all rights, title and interest in and to the GoGuardian Offerings and the GoGuardian Information, including, without limitation, all related intellectual property rights. GoGuardian's and its Affiliates' service marks, logos and product and service names (the "**GoGuardian Marks**") are owned by GoGuardian or its Affiliates. You agree not to display or use any GoGuardian Marks in any manner without GoGuardian's prior written permission. Any trademarks, service marks and logos associated with an Integration Offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

6.2 Feedback

Any and all of your feedback about GoGuardian or GoGuardian Offerings, such as suggestions made by School or any Authorized Users for corrections, updates, alterations, changes, or modifications to the GoGuardian Offerings ("**Feedback**") will be the property of GoGuardian and you hereby assign any rights in such Feedback to GoGuardian, without payment to you.

6.3 Protection of GoGuardian's Rights

You agree to protect the intellectual property and proprietary rights of GoGuardian and any provider of an Integration Offering you access in connection with a GoGuardian Account, and notify us of any unauthorized access or use of the GoGuardian Offerings or Integration Offerings of which you become aware.

7. CONFIDENTIALITY

i. This Section explains that you and GoGuardian both want to respect each other's Confidential Information.

As a reminder, GoGuardian's Product Privacy Policy explains GoGuardian's commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, and nothing in this Section 7 limits the parties' respective rights or obligations under GoGuardian's Product Privacy Policy or Section 8, below. A party will not disclose or use any Confidential Information of the other party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the other party's prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Each party agrees to protect the other party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care consistent with Applicable Law.

Notwithstanding any exceptions in the definition of Confidential Information, the parties agree to treat

all Education Records as Confidential Information and disclosure thereof is allowed only to the extent permitted under FERPA.

8. PRIVACY AND DATA

i. This Section explains that you and GoGuardian each have responsibilities to help protect the privacy of data in the GoGuardian Offerings. GoGuardian's Product Privacy Policy explains, in more detail, how GoGuardian protects information.

8.1 GoGuardian Privacy Responsibilities

Our Product Privacy Policy, incorporated herein by reference, explains how we collect, use, share, and safeguard School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information accessed, recorded and collected through the GoGuardian Offerings, including any trial or beta GoGuardian Offerings. GoGuardian relies on consent obtained from School, acting as an agent of the parent(s) or legal guardian(s) of School's students, as permitted by the Children's Online Privacy Protection Act ("COPPA") for using GoGuardian Offerings in connection with students under thirteen (13) years of age, if any, through a COPPA Notice and Disclosure Form provided to School. For transparency and informational purposes, GoGuardian also distributes this COPPA Notice and Disclosure Form to Schools with children of all ages, including ones who do not have students under thirteen (13) years of age. To the extent School is located in the European Union ("EU"), European Economic Area ("EEA"), or Switzerland, GoGuardian's Data Processing Addendum also applies to your use of the GoGuardian Offerings. School hereby authorizes GoGuardian to use School Information in accordance with this Agreement, the Product Privacy Policy and, to the extent applicable, the Data Processing Addendum.

8.2 School Privacy Responsibilities

You represent and warrant to GoGuardian that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information through and in connection with the GoGuardian Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, you represent and warrant that you have obtained all requisite consent for monitoring and recording information and communications, including the Activity Information. You are solely responsible for notifying the appropriate individuals about the existence of any GoGuardian Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's GoGuardian Account and obtaining any required consent from such individuals in accordance with Applicable Law. Even if not required by Applicable Law, we recommend that you notify all users of Managed Devices or Accounts and their respective parents/guardians, teachers, and other appropriate School staff about your use of GoGuardian Offerings.

More specifically, we recommend that you provide such persons with a copy of GoGuardian's Product

Privacy Policy, GoGuardian's COPPA Notice and Disclosure Form, and GoGuardian's form Parental Letter, and any other parental information made available by GoGuardian.

8.3 Educational Records; FERPA

Where School is located in the United States and to the extent we collect, through the provision or maintenance of GoGuardian Offerings, any information that constitutes an Education Record, the parties agree that GoGuardian is acting as a "school official" with "legitimate educational interests" in School's students' Education Records under FERPA, or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. School acknowledges and agrees that GoGuardian may process School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information for the purpose of providing the GoGuardian Offerings and related functions. GoGuardian's Product Privacy Policy explains how GoGuardian cooperates with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students). School represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to GoGuardian as set out in this Agreement and the Product Privacy Policy.

8.4 Data-Related Disputes

School is solely responsible for resolving disputes between it and third parties regarding ownership or access to any School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, including any dispute with any Authorized User, user of a Managed Device or Account, or their families. School acknowledges and agrees that GoGuardian has no obligation to resolve or intervene in such disputes.

8.5 Disclosure of School Information

You acknowledge, consent, and agree that GoGuardian may access, preserve, and disclose your School Account Information, Personal Student Information and Parent/Guardian Information, Activity Information and/or School Log and Cookie Information if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) to enforce this Agreement or the GoGuardian Product Privacy Policy; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of GoGuardian, its users, and/or the public.

9. ALERTS AND NOTIFICATIONS

i. This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features, and that, through your settings, you have some ability to control whether to receive certain alerts and/or notifications . It is important for you to understand these features and settings, and to

review alerts and notifications carefully and promptly so that you can properly intervene to help students stay safe.

Some GoGuardian Offerings contain features that generate alerts and/or notifications for School or a designated Authorized User's review and attention related to a user's activity through a Managed Device or Account. These alerts and notifications are tools designed to help you support and protect the wellbeing of your students and school community. If you receive an alert and/or gain access to any information that triggers a legal obligation, such as a reporting or intervention duty for you (including, for an example, an alert from a GoGuardian Offering that one of your students is potentially at risk of suicide), it is your sole responsibility to fulfill that legal obligation and take any additional, responsible actions necessary to safeguard the students in compliance with Applicable Law. In addition, to the extent you elect not to receive one or more types of alerts and/or notifications in your settings, you are solely responsible for that decision. GoGuardian does not review alerts generated through any of the GoGuardian Offerings or take any action based on these alerts. or review your settings.

Your escalation and notification list for such alert and/or notification feature in your account for a particular GoGuardian Offering may change from time to time, including because contact information changes (e.g., changes in School Profile Information, Authorized School Personnel Information, Personal Student Information and Parent/Guardian Information (e.g., contact information, including an Authorized User's email address, or changes in Parent/Guardian Information), and Association Information, including, for example, the relationship of an Authorized Personnel User or a guardian/parent to a child/student changes (e.g., change in guardianship or educational rights holder). Without limiting the generality of Section 1.1.2, it is important that you maintain accurate and up-to-date Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information to ensure the appropriateness and timeliness of any alerts and notifications generated through a GoGuardian Offering. It is also important that you remind parents/guardians to update School of any changes, including contact information and guardianship.

Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon, your School represents and warrants that your School: (1) is solely responsible for having, to the extent legally required, an up-to-date and easily available suicide prevention policy; (2) is solely responsible for having, to the extent legally required, a necessary suicide prevention program; and (3) your School will notify parents/guardians about your School's adoption of GoGuardian Beacon and educate them about suicide prevention (including, suicide risk factors, warning signs, and resources) before enabling the Guardian Notification feature (or similar functionality) of GoGuardian Beacon.

10. WARRANTIES, DISCLAIMER, AND RELEASE

i. This Section explains that GoGuardian strives to provide your School with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.

GoGuardian provides the GoGuardian Offerings using a commercially reasonable level of skill and care, but we cannot make guarantees about the operation, use or results achieved through the use of the GoGuardian Offerings. ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH GOGUARDIAN OFFERING IS PROVIDED ON AN **"AS-IS"** AND **"AS AVAILABLE"** BASIS, WITH ALL FAULTS WITHOUT WARRANTY OF ANY KIND AND SCHOOL'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK

THE GOGUARDIAN PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE GOGUARDIAN PARTIES MAKE NO WARRANTY THAT ANY GOGUARDIAN OFFERINGS WILL MEET SCHOOL'S 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. SCHOOL IS SOLELY RESPONSIBLE FOR THE SCHOOL ACCOUNT INFORMATION, THE MEANS BY WHICH SCHOOL ACQUIRES SCHOOL ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, GUARDIAN/PARENT INFORMATION AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL OF COMMUNICATIONS AND INTERACTIONS BASED ON THE GOGUARDIAN OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. GOGUARDIAN IS NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT GOGUARDIAN AND THE OTHER GOGUARDIAN PARTIES ARE UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE GOGUARDIAN OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

SCHOOL HEREBY RELEASES EACH OF THE GOGUARDIAN PARTIES AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED USER, ANY USER OF A MANAGED DEVICE OR ACCOUNT OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY GOGUARDIAN OFFERING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO SCHOOL. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.

11. INDEMNIFICATION

School agrees, **to the extent permitted by Applicable Law (and in the United States, the School's state laws)**, to indemnify, defend and hold GoGuardian and the other GoGuardian Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) School's failure to receive any consents or provide any notices required to be received or provided under Applicable Law in respect of all users of Managed Devices or Accounts, including for the monitoring and recording of Activity Information in connection therewith; (b) errors in the School Account Information, including Association Information, Parental/Guardian Information, Personal Student Information, and School's selection of settings in the GoGuardian Offerings and maintenance of Authorized User accounts and their permission levels; (c) School's acts or omissions relating to or regarding alerts generated through GoGuardian Beacon or GoGuardian Admin; (d) School's failure to comply with Applicable Laws, including Applicable Mental Health Laws; and (e) School's violation of any rights of another party, including any

users of Managed Devices or Accounts. We reserve the right, at our own expense, to assume the exclusive defense and control of any third party claims for which we are entitled indemnification under this Section 11, and in any event, School agrees to cooperate with us in asserting any and available defenses.

12. LIMITATIONS AND EXCLUSIONS OF LIABILITY

12.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GOGUARDIAN OR ANY OTHER GOGUARDIAN PARTY BE LIABLE TO SCHOOL OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OF, OR INABILITY TO USE, ANY GOGUARDIAN OFFERING, EVEN IF GOGUARDIAN OR THE OTHER GOGUARDIAN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, GOGUARDIAN OFFERINGS IS AT SCHOOL'S OWN DISCRETION AND RISK, AND SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY GOGUARDIAN OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

12.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF GOGUARDIAN AND ANY OTHER GOGUARDIAN PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO USE A GOGUARDIAN OFFERING (WHETHER ORDERED DIRECTLY FROM GOGUARDIAN OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES PAID BY SCHOOL (WHETHER TO GOGUARDIAN OR AN AUTHORIZED RESELLER) FOR THE GOGUARDIAN OFFERING GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SCHOOL AGREES THAT GOGUARDIAN'S LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SCHOOL.

12.3 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF

<https://www.goguardian.com/eula/#5-term-termination>

THE BARGAIN BETWEEN GOGUARDIAN AND YOU.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law and Venue

This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. You further agree to accept service of process by mail. To the extent the parties are permitted under this Agreement to initiate litigation in court, the parties consent to exclusive personal jurisdiction and venue in the courts located in Los Angeles County, California. If School is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then School's state's law will apply. If School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then School's state's required venue and jurisdiction will apply.

13.2 Dispute Resolution; Binding Arbitration; Class Action Waiver ("Arbitration Agreement")

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any GoGuardian Offering, any person's access to and/or use of a GoGuardian Offering, and/or the provision of content, features, and/or technology on or through a GoGuardian Offering (collectively, "**Claims**"), the parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to GoGuardian by email to terms@goguardian.com AND by U.S. Mail to GoGuardian, 2030 E Maple Ave, El Segundo, CA 90245. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address.

The parties shall use reasonable, good faith efforts to resolve any Claim through consultation and good faith negotiations within thirty (30) days from the date that any notice of a Claim is sent. After thirty (30) days, you or GoGuardian may resort to the other alternatives described in this Section 13.2.1.

Notwithstanding the foregoing, the notice requirement in this section and the 30-day negotiation period required shall not apply to Claims involving patents, copyrights, moral rights, trademarks, trade secrets or piracy or unauthorized use of a GoGuardian Offering.

13.2.1 Binding Arbitration

Arbitration Rules and Forum Except as otherwise specifically set forth below, any Claims between you and GoGuardian, if unresolved through informal consultation and negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding the foregoing, if School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires a different location for arbitration other than Los Angeles, California, then School's state's required location for binding arbitration will apply. If School is a United States public and accredited educational institution and School's consent to binding arbitration is expressly prohibited by the laws of the state within the United States in which School's educational institution is domiciled, then this Section is hereby waived. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "**JAMS Rules**"), as modified by this Agreement, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and GoGuardian. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.

Exceptions: Litigation of Intellectual Property and Small Claims Court Claims Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or unauthorized use of any GoGuardian Offering shall not be subject to arbitration under this Section 13.2.1. In addition, you or GoGuardian may choose to pursue a Claim in small claims court where jurisdiction and venue over you and GoGuardian otherwise qualify for such small claims court and where the Claim does not include a request for any type of equitable relief.

Authority of Arbitrator In binding arbitration, the arbitrator shall have the authority (a) to grant motions dispositive of all or part of any Claim; (b) to award monetary damages; and (c) to grant any non-monetary remedy or relief available to an individual under Applicable Law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

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

13.2.2 Class Action Waiver

YOU AND GOGUARDIAN HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and GoGuardian are instead electing that all Claims not otherwise resolved informally as permitted above shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

14. ACCESSING AND DOWNLOADING AN APP STORE SOURCED APPLICATION

i. This Section explains terms related to accessing and downloading an App Store Sourced Application.

14.1

You acknowledge and agree that (a) the Agreement is concluded between you and GoGuardian only, and not Apple, and (b) GoGuardian, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

14.2

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

14.3

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and if applicable, Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between GoGuardian and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of GoGuardian.

14.4

You and GoGuardian acknowledge that, as between GoGuardian and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

14.5

You and GoGuardian acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between GoGuardian and Apple, GoGuardian, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

14.6

You and GoGuardian acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

14.7

Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

15. MISCELLANEOUS

15.1 Changes to this Agreement

Before we make a material change to this Agreement, we will notify you as described in this Section. We may make immaterial changes (e.g., correcting a typographical error or another immaterial change) without notifying you. Please regularly review our Website and your GoGuardian account for any changes. On our Website, we provide notice of any changes by posting the updated Agreement with a "Last Updated" date indicating the date of our most recent update. If we make material changes to this Agreement, we will also take an additional step (beyond posting on our Website) of notifying you of changes in another way that we believe is reasonably likely to reach you, such as emailing you at your email address associated with your GoGuardian Account, posting an announcement on our Website, or via a pop up in our Offering. Some changes may require your consent before further use of the GoGuardian Offerings is permitted. If you do not agree to any change(s), you agree to stop using the GoGuardian Offerings, and emailing us at accountcancellation@goguardian.com. Otherwise, your continued use of the GoGuardian Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

15.2 Entire Agreement

This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), including any applicable Supplemental Terms, constitutes the entire agreement between you and GoGuardian with respect to the subject matter hereof and supersedes all prior agreements between you and GoGuardian and any other contractual

obligations GoGuardian or you may have to the other, whether written or oral, relating to the same subject matter. GoGuardian rejects additional or conflicting terms of School's form-purchasing document. The headings of this Agreement are for readability only and do not constitute terms.

15.3 Language

You agree that this Agreement and all related documents shall be drawn up in the English language.

15.4 Severability

If any provision of this Agreement is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions will continue in full force and effect.

15.5 Force Majeure

The failure of GoGuardian to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of the control of GoGuardian (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

15.6 No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

15.7 Electronic Communications

The communications between you and GoGuardian may take place via electronic means, whether you use a GoGuardian Offering or send GoGuardian e-mails, or whether GoGuardian posts notices on or through any GoGuardian Offering or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from GoGuardian in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GoGuardian provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

15.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without GoGuardian's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.9 Notice

Where GoGuardian requires that you or any Authorized User provide an e-mail address, you are responsible for ensuring that GoGuardian is provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to GoGuardian is not valid, or for any reason is not capable of receiving any notices required/ permitted by this Agreement, GoGuardian's dispatch of the e-mail containing such notice to such address will nonetheless constitute effective notice. You may give notice to GoGuardian at the following address: 2030 E Maple Ave, El Segundo, CA 90245. Such notice shall be deemed given when received by GoGuardian by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

15.10 Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.11 Export Control

You may not use, export, import, or transfer any GoGuardian Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the GoGuardian Offering, and any other Applicable Laws. By using any GoGuardian Offering, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not permit any Authorized User to access or use any GoGuardian Offering, or deploy any GoGuardian Offering on any device or account, in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

16. DEFINITIONS

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

16.1 Add-on means any additional license to a GoGuardian Offering, beyond the original Licensed Capacity purchased, the parties agree to add to School's Subscription during a Subscription Term.

16.2 Activity Information means information about online account and activity collected by a GoGuardian Account in connection with Managed Devices or Accounts, including chats (within GoGuardian Teacher), a student's browsing history, IP address automatically collected by GoGuardian, online content, snapshots, and key input patterns (but not the actual inputs) to identify behaviors like gaming.

16.3 Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

16.4 Applicable Law means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the GoGuardian Offerings, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and the Applicable Mental Health Laws.

16.5 Applicable Mental Health Law means any federal and state laws, rules and regulations applicable to School's suicide and self-harm program and use of GoGuardian Beacon, including applicable law mandating staff training, certain suicide staff roles such as suicide prevention coordinators, and school prevention, intervention, and post-intervention policies.

16.6 Association Information means information associating a particular student or other user of a Managed Device or Account to a particular Managed Device or Account, as well as information about associations between any such user of a Managed Device or Account with School, an organizational unit or other grouping within the school (e.g., grade, class, cohort), a parent or guardian or a school official or Authorized School Personnel. Association Information does not include Activity Information.

16.7 Authorized Reseller means an entity authorized by GoGuardian to sell Subscriptions to one or more GoGuardian Offerings under the terms of this Agreement and with which School has contracted directly to purchase the GoGuardian Offerings.

16.8 Authorized User means an individual who is authorized by School to use a GoGuardian Offering, for whom School has purchased or provisioned a subscription, and to whom School (or, when applicable, GoGuardian at School's request) has supplied access credentials (for GoGuardian Offerings utilizing authentication). Authorized Users include, for example, Authorized School Personnel and agents and third parties such as students and parents/guardians.

16.9 Authorized School Personnel means an Authorized User who is an employee, teacher, or official of a School or a School's district.

16.10 Authorized School Personnel Information means information about Authorized School Personnel, including permission levels associated with the Authorized School Personnel, chat messages between students and teachers using GoGuardian Teacher, GoGuardian-generated unique account identifiers, and other relevant unique identifiers.

16.11 Confidential Information means (a) any software utilized by GoGuardian in the provision of the GoGuardian Offerings and its respective source code; (b) each party's business or technical information, including but not limited to the User Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) any special pricing or other non-standard terms agreed to by the parties in an Order Form or other separate written document. Confidential Information will not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (x) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (y) was independently developed by a party without breach of any obligation owed to the other party; or (z) was or is received from a third party without breach of any obligation owed to the other party.

without breach or any obligation owed to the other party.

16.12 Deidentified Information means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information; provided such Deidentified Information cannot reasonably be used to identify any Authorized User, user of a Managed Device or Account, or any other individual.

16.13 Education Records means "education records" as defined under the FERPA regulation 34 CFR § 99.3.

16.14 GoGuardian Account means an account created by or on behalf of School that is associated with one or more GoGuardian Offerings for which School has a Subscription, which is then used by School to manage access and use of the GoGuardian Offering by School and its Authorized Users.

16.15 GoGuardian Information means (a) all Deidentified Information; and (b) any information collected by GoGuardian independently and without access to, reference to or use of any School Account Information or Activity Data, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information.

16.16 GoGuardian Offering(s) or our Offerings mean GoGuardian's suite of products and services including Professional Services, other than GoGuardian's Website.

16.17 GoGuardian Parties means GoGuardian, its Affiliates, licensors, and suppliers, and their respective officers, directors, employees, shareholders, agents and representatives.

16.18 Licensed Capacity means the number of licenses to a GoGuardian Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering, the number of accounts, authorized devices, installations, seats).

16.19 Managed Device or Account means any device and/or account of a student or user for which School deploys a GoGuardian Offering for such purpose in accordance with the terms of this Agreement.

16.20 Order Form means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the GoGuardian Offering(s) to be provided and which is either executed or submitted by School, and then accepted by GoGuardian or one of its Authorized Resellers. Each Order Form identifies the purchased GoGuardian Offering(s), any applicable fees, and, for licensed products and services, the Subscription Term and Licensed Capacity, as well as any other terms as agreed to between the parties. If an Order Form indicates that any School Affiliates will be receiving access to the GoGuardian Offering(s) hereunder, each of them will be bound by the terms of this Agreement as if they were an original party hereto.

16.21 Parent/Guardian Information means any data or information provided, submitted, or made available in a GoGuardian Offering about a parent or guardian of a student user of a Managed Device or Account, including the individual's association with a particular child and his or her contact information (e.g., email address).

16.22 Personal Student Information means information provided, submitted, or made available in a

GoGuardian Offering about a student user of a Managed Device or Account (including, the student's School managed account information, Activity Information, grade and attendance data, and location information to the extent collected) that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a K-12 School, including Educational Records defined herein.

16.23 Professional Services means any of GoGuardian's supplemental technical, training, support, consulting or implementation services that GoGuardian provides to School as set forth in an Order Form. Any purchased Professional Services shall be deemed GoGuardian Offerings hereunder.

16.24 School means the school, school district, corporation, organization or other legal entity identified on an Order Form on whose behalf the individual accepts this Agreement and, and any Affiliates of that school, school district, corporation, organization or other legal entity have entered into Order Form(s) (for so long as they remain Affiliates).

16.25 School Account Information means School Profile Information, Authorized School Personnel Information, and Association Information.

16.26 School Affiliate means any Affiliate of School that has been designated in an Order Form as authorized to access the GoGuardian Offerings under this Agreement.

16.27 School Log and Cookie Information means analytics, log and event information, such as IP address, Internet service provider (ISP), date and time stamp, browser language, browser type, amount of time spent on particular portions of the GoGuardian Offerings, service diagnostics and technical logging information, device information, and/or other general usage data, automatically collected by or on behalf of GoGuardian

16.28 School Profile Information means the name, email address, and phone number of the individual ordering the GoGuardian Offering on School's behalf, as well as the School's name, address, billing address, number of devices, number of students, and network configuration, and to the extent a GoGuardian Account is created for School, the GoGuardian password.

16.29 Subscription means a time-limited right granted to School to access and use one or more licenses to a GoGuardian Offering under the terms of this Agreement.

16.30 Subscription Term means the period of time for which School subscribes (whether through a standard license or as part of a trial or beta license) to a particular GoGuardian Offering, as specified in an Order Form. For the avoidance of doubt, "Subscription Term" includes the initial Subscription Term agreed to in the Order Form and any subsequent renewal Subscription Term under that Order Form.

16.31 User Documentation means GoGuardian's online user guides, documentation, and help and training materials, as may be updated by GoGuardian from time to time, accessible at <https://help.goguardian.com/hc/en-us> or such other URL as indicated by GoGuardian from time to time, and any other materials provided by GoGuardian as part of the GoGuardian Offerings.

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TERMS AND CONDITIONS

THIRD PARTY CLOUD SERVICES

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF CUSTOMER'S PURCHASE OF THIRD PARTY CLOUD SERVICES ("CLOUD SERVICES") FROM SELLER ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY RECEIVING THE CLOUD SERVICE DIRECTLY FROM THE THIRD PARTY SERVICE PROVIDER ("CLOUD SERVICE PROVIDER") OR BY MAKING PAYMENT TO THE CDW AFFILIATE IDENTIFIED ON THE SERVICE ORDER FORM ("SELLER"), CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT WHICH EXPRESSLY GOVERNS THE RECEIPT OF CLOUD SERVICES, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE CLOUD SERVICE AND/OR THE RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". In addition to any agreement that references or incorporates these Terms and Conditions, Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller on any Seller website or mobile application (each, a "Site"). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Customer Service Order Form will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic upon written request to Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a Purchase Order for administrative purposes only. Additional or different terms and conditions contained in any such Purchase Order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any Purchase Order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of the Cloud Services except for Seller's customer services order form (each, a "Service Order Form").

Definitions

"Affiliates" means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities that Control, are Controlled by, or are under common Control with Customer.

"Confidential Information" means, subject to the following sentence, any information or data of a confidential nature of a Party, its Affiliates or a third party in oral, electronic or written form that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with these Terms and Conditions or that the receiving Party may have access to in connection with these Terms and Conditions, including but not limited to the terms and conditions of each Statement of Work and/or Purchase Order. Confidential Information does not include Personal Data.

"Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

"Force Majeure Event" means any event or circumstance arising which is beyond the reasonable control of Seller (including but not limited to any industrial dispute affecting any third party, carrier delays, embargos, acts of God or acts or laws of governmental regulations or government agencies, severe weather conditions, fire, flood, disaster, failure of power, civil riot, war or terrorism).

"Laws" means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.

"Party" means individually, as applicable, Seller or Customer, and **"Parties"** means in each instance, Seller and Customer.

"Personal Data" means data which relates to a living individual who can be identified (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the controller, and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

"Purchase Order" or "PO" means a document that is in electronic form and that contains an offer by Customer to purchase pursuant to these Terms and Conditions at a specified price as the same may be amended or modified from time to time and incorporates these Terms and Conditions.

Governing Law

THESE TERMS AND CONDITIONS AND ANY CUSTOMER SERVICE ORDER FORM WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Customer and Seller are solely obligated to address and resolve all disputes associated with these Terms and Conditions or any Customer Service Order Form, including any damages or injuries to the Customer's Affiliates, and all claims related to these Terms and Conditions or any Customer Service Order Form will be brought by Customer in Cook County, Illinois as provided in these Terms and Conditions. Except in the case of nonpayment, neither party nor any Affiliate may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Cloud Services

Customer acknowledges that it is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions or such other terms as agreed upon by Customer and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, Customer shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the Customer and Customer will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services.

Payment

Seller, or any of its Affiliates on behalf of Seller, may issue an invoice to Customer. All invoiced amounts and payments shall be made in United States Dollars. Any objections to an invoice must be made to Seller within fifteen (15) days after the invoice date. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month calculated daily and compounded monthly (19.56% per annum) or the highest rate allowed by law. In the event of a default in the payment of an invoice, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition to any other means available to place orders, Customer may issue a PO to Seller. POs are not binding on Seller until accepted by Seller. Any issuance of a PO is for administrative purposes only. Any additional or different terms and conditions contained in any PO will be null and void.

Export Sales

If any transaction hereunder involves an export of items (including but not limited to, commodities, software or and/or technology) from the United States subject to the Export Administration Regulations, as amended, such export shall be in accordance with such laws or regulations, as applicable. Customer agrees that it will not divert, use, export or re-export any such items contrary to any applicable Laws in the U.S., Canada, European Union (EU) or United Kingdom. Customer expressly acknowledges and agrees that it will not export, re-export, dispose of or otherwise provide such items directly or indirectly: (a) to any entity or person within any country that is subject to U.S., Canadian, EU or United Kingdom economic sanctions, as applicable, imposing comprehensive embargoes without first obtaining prior authorization from the U.S. government, Canadian government, or the UK government, as applicable and (b) to entities and persons that are ineligible under U.S., Canadian, EU or UK law, as applicable, to receive such items. In addition, manufacturers' warranties for exported Cloud Services may vary or may be null and void for Cloud Services exported from the United States.

Warranties

Customer acknowledges that Seller is not the provider of the Cloud Services purchased by Customer hereunder and the only warranties offered are those of the Cloud Service Provider, not Seller or its Affiliates. In purchasing the Cloud Services, Customer relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only and not on any statements, specifications, service descriptions or other specifications representing the Cloud Services that may be provided by Seller or its Affiliates. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights with respect to the Cloud Services and also waives any right to indemnification from Seller or its Affiliates against any such claim made against Customer by a third party.

Seller makes no warranties to Customer and Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all Laws affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Cloud Services which are in force within Customer's territory or any part of it (Local Regulations). Customer must satisfy itself that the Cloud Services comply with the Local Regulations in force from time to time.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Cloud Services. Customer further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the Cloud Services, in high risk environments.

EXCEPT AS SET FORTH IN ANY CUSTOMER SERVICE ORDER FORM, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE CLOUD SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE CLOUD SERVICES. FURTHERMORE, SELLER DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY CLOUD SERVICE PROVIDER'S WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Cloud Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Seller shall not be liable for any loss or damage suffered or incurred by Customer arising from Seller's delay or failure to fulfil or otherwise discharge any of its obligations under these Terms and Conditions or any Customer Service Order Form or PO where such delay or failure is caused by any non-performance of its obligations by Customer, industrial dispute, sudden or substantial depletion of Seller's staff, or any Force Majeure Event.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing and Cloud Services offerings for reasons including, but not limited to, changing market conditions, Cloud Services discontinuation, Cloud Services unavailability, and Cloud Service Provider price changes. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. THE ENTIRE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE CLOUD SERVICE(S); OR (B) \$100,000.

ALL EXCLUSIONS AND LIMITATIONS IN THESE TERMS AND CONDITIONS AND/OR ANY PURCHASE ORDER SHALL ONLY APPLY SO FAR AS PERMITTED BY LAW.

Confidential Information

Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of these Terms and Conditions, the Customer Service Order Form and/or any PO. Confidential Information does not include information that: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is made known to the receiving Party by a third party having the right to disclose it; or (d) is independently developed by Personnel of the receiving Party who have not had access to such information. Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals with a need to know such Confidential Information in connection with these Terms and Conditions, any Customer Service Order Form and/or any PO, and (ii) to a Party's business, legal and financial advisors bound by a confidentiality obligation. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by these Terms and Conditions, any Customer Service Order Form and/or any PO. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information. If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims capable in law of being submitted to binding arbitration) arising from or relating to the Cloud Services, the interpretation or application of these Terms and Conditions or any Customer Service Order Form or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Service Order Form (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Cloud Services will be exclusively litigated in court rather than through arbitration.**

Miscellaneous

These Terms and Conditions and the Customer Service Order Form, if applicable, contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof. Each Party acknowledges that it has not relied on any statements, warranties or representations given or made by any other party under or in relation to these Terms and Conditions, save those expressly set out in these Terms and Conditions. Each Party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under these Terms and Conditions. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or invoice related thereto.

Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa. No provision of these Terms and Conditions or any Customer Service Order Form will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by both Parties. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to enforce such rights thereafter.

Seller may assign or subcontract all or any portion of its rights or obligations under these Terms and Conditions to any of its Affiliates or assign the right to receive payments to any of its Affiliates, without Customer's consent. Seller shall be responsible for the performance of any of its Affiliates subcontractors or assignees under these Terms and Conditions. Customer may not assign these Terms and Conditions or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the Parties hereto and their successors and assigns. If any term or condition of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof.

The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, agency, partnership or joint venture. Accordingly, except as expressly authorized herein, no Party shall have any authority to act or make representations on behalf of the other Party, and nothing herein shall impose liability on a Party in respect of any liability incurred by another Party to a third party.

Notices provided under these Terms and Conditions will be given in writing and deemed received upon the earlier of actual receipt the third (3rd) day after postage prepaid mailing by regular mail or airmail, or the first (1st) day after such notice is sent by courier. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Each Customer Service Order Form may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Version Date: 7-20-2016

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