

End User License Agreement

1. LEGAL BASIS

- 1.1. These General Terms and Conditions (hereinafter referred to as "the Terms") lay down the terms and conditions for Bloomsights US IVS, (hereinafter referred to as the "Bloomsights"), providing services to users of Bloomsights, including schools and municipalities (hereinafter referred to as "the Customer"). The services agreed with the Customer is described in detail in the data processing agreement between the Customer and Bloomsights (hereinafter referred to as "the Agreement" or "Agreements" according to the context). The terms are valid for all Agreements that the Customer enters with the Bloomsights, unless otherwise agreed in writing.

2. PERFORMANCE AND SERVICE LEVEL

- 2.1. Description of services. Bloomsights offers a cloud-based platform-as-a-service at (enter URL here) (hereafter referred to as "Online Service" or "Platform") containing electronic tools and educational resources aimed at supporting the efforts of educators to better understand and work to assess school climate and promote the well-being of school children.
- 2.2. Maintenance. Bloomsights continuously updates the hardware and software used to ensure that one Continuous operation is maintained as far as possible. During maintenance, Online Services may be fully or partially unavailable to the Customer. Bloomsights has no responsibility to the Customer in such case. Scheduled updates and maintenance will occur outside normal school hours.
- 2.3. Backup. Bloomsights makes daily backup of all servers and systems. Data is stored on servers located in the United States.
- 2.4. Data Loss. If the Customer loses data due to the relationship of Bloomsights, Bloomsights will help restore this data based on the most recent working backup. In addition, the Customer can not correct claims against Bloomsights in connection with data loss.
- 2.5. Data Loss. If the Customer loses data based on circumstances for which Bloomsights is not responsible, including Customer's own circumstances, Bloomsights may, for a special consideration, assist the Customer restore data from the most recent working backup to the extent possible.

3. OWNERSHIP; RESERVATION OF RIGHTS; AND PERSONAL DATA

- 3.1. Customer Ownership. Customer owns (a) any data Customer inputs into the Platform that identifies Customer or its students, staff, or parents (including Authorized Users as defined in 4.1 below) and any Survey responses provided by Customer, its students, staff, or parents and/or guardians (including Authorized Users) (collectively, the "Data"), and (b) any other data and content provided by Customer or Authorized Users to Bloomsights or input into the Platform, such as Survey questions ("Other Data", and, together with the Data, "Customer Data").
- 3.2. Bloomsights Ownership. Bloomsights retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Bloomsights grants no, and reserves any and all, rights other than the rights expressly granted to Customer under this Agreement with respect to the Platform.
- 3.3. Feedback. Customer may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Bloomsights with respect to the Platform. Bloomsights has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality.

- 3.4. Customer Responsibilities. Customer will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Bloomsights promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.
- 3.5. Data Security. Bloomsights will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Customer Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Customer Data.
- 3.6. Privacy Policy. At Bloomsights, we take privacy very seriously. We know that in order for our platform to provide the greatest degree of benefit to students, there must be transparency in how we utilize student data. Please see our Privacy Policy at (enter website here) for more information about how we protect the privacy of those we serve.
- 3.7. Right to Data Destruction. If requested by the Customer, during or after the term of this agreement, Bloomsights will make reasonable efforts to destroy or otherwise render Customer Data inaccessible.

4. RIGHT TO USE PLATFORM

- 4.1. Platform. Subject to the terms and conditions of this Agreement, Bloomsights hereby grants Customer the limited, non-exclusive, non-transferable, and non-sublicenseable right to access and use the Platform during the Term solely for Customer’s use (including use by Customer’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”)).
- 4.2. Limitations. The following limitations and restrictions will apply to the Platform:
 - 4.2.1. Customer will not provide access to the Platform to any person who is not an employee or contractor of Customer or an Authorized User.
 - 4.2.2. Except as expressly permitted hereunder, Customer will not and will not permit or authorize any third party to:
 - 4.2.2.1. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform;
 - 4.2.2.2. modify, translate or create derivative works based on the Platform;
 - 4.2.2.3. copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform;
 - 4.2.2.4. hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or
 - 4.2.2.5. remove or obscure any proprietary notices or labels of Bloomsights or its suppliers on the Platform.

5. ERRORS AND OMISSIONS

- 5.1. System failure. System error means errors that are not caused by the Customer's use of the Online Services. Messages of system failure can be reported via the e-mail address shown on the individual pages of the individual Online services. Bloomsights aspires to resolve system error as soon as possible.
- 5.2. User Error. User error refers to errors resulting from Customer's use of the Online Services or due to Customer's lack of knowledge of the Online Services. Guidance and support for use of the Online Services are available on the Online Services in documentation. Bloomsights is not required to provide further guidance and support than that provided are available on the aforementioned websites. The guidance and support on the websites of the Online Services in question includes only instructions and support

in using the Online Services. In particular, the customer should be aware that the following conditions not included:

- 5.2.1. Guidance and support regarding errors and problems caused by equipment and telephone or third-party software, which can not be attributed to the Online Services;
- 5.2.2. Questions regarding Customer or third party equipment and / or software;
- 5.2.3. Questions that do not relate to the use of the Online Services or otherwise are related to Bloomsights' benefits.

6. SUPPORT AND COMMUNICATION

- 6.1. Contacting Bloomsights. If the Customer has questions about Bloomsights' Online Services, the Customer may contact Bloomsights customer support by phone or at the e-mail addresses and phone numbers specified on the relevant online services websites.
- 6.2. Communication. By creating an Account on the Platform, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.
- 6.3. Publication of customer references. Bloomsights may publish its customer references (name of the institution, public authority or the company) on its website. If Customer does not want this reference on the website, the Customer shall notify this in writing to Bloomsights.

7. FEES; PAYMENT TERMS

- 7.1. The Online Service is billed on a subscription basis ("Subscription(s)"). Billing cycles are set on an annual basis.
- 7.2. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Bloomsights cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Bloomsights customer support team.
- 7.3. A valid payment method is required to process the payment for your Subscription. You shall provide Bloomsights with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Bloomsights to charge all Subscription fees incurred through your account to any such payment instruments.

8. FREE TRIAL

- 8.1. Bloomsights may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").
- 8.2. You may be required to enter your billing information in order to sign up for the Free Trial.
- 8.3. If you do enter your billing information when signing up for the Free Trial, you will not be charged by Bloomsights until the Free Trial has expired. On the last day of the Free Trial period, unless you cancel your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.
- 8.4. At any time and without notice, Bloomsights reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

9. FEE CHANGES

- 9.1. Bloomsights, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.
- 9.2. Bloomsights will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.
- 9.3. Your continued use of the Online Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

10. REFUNDS

- 10.1. Except when required by law, paid Subscription fees are non-refundable.

11. NOTIFICATION OF CHANGES

- 11.1. Bloomsights may change the Terms at any time with 30 days notice.
- 11.2. Changes to the terms will be notified on the websites of the Online Services, just as Bloomsights will send out Online Service mail to the Customer, who is informed of the change.

12. TERMINATION

- 12.1. Bloomsights may terminate or suspend your account and bar access to the Online Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.
- 12.2. If you wish to terminate your account, you may simply discontinue using the Online Service.
- 12.3. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. INDEMNIFICATION

- 13.1. You agree to defend, indemnify and hold harmless Bloomsights and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Online Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Online Service.

14. LIMITATION OF LIABILITY

- 14.1. The goal of Bloomsights is to use data to provide schools with insights about the students who utilize the Bloomsights platform. However, Bloomsights is in no way liable for the manner in which schools or individuals within a school utilize any provided information. For example, the Bloomsights platform should not be utilized on its own to predict student behavior, diagnose social or psychological conditions, perform interventions, or otherwise affect the manner that a school interacts with a student or the way students interact with other students. Rather, the Bloomsights platform should only be utilized to provide

insights that may function to inform decisions or other actions by students, teachers, administrators, or other authorized users.

15. FORCE MAJEURE

- 15.1. None of the parties may be held liable for any damage suffered by the other party as direct or indirect consequence of the party being affected by force majeure.
- 15.2. Force majeure includes war, mobilization, terrorist attacks, riots, insurgency, strikes, lockout, fire, water damage, natural disasters, currency and trade restrictions, import or export bans, interrupting the common interference, interruption or failure of the power supply, breakdown or failure of communication lines, virus or hacker attacks, key employee's disease or death, IT and breakdown of systems, the occurrence of force majeure at subcontractors and other unforeseen circumstances which the party concerned could not afford in the course of reasonable measures to prevent.
- 15.3. In case of force majeure, the affected party must promptly inform the other party that a force majeure situation has occurred and continuously inform the other party accordingly. If there is force majeure of one of the parties for more than 40 days uninterrupted, each of the parties may cancel the Terms completely or partially for the future. In case of force majeure termination, neither party may require compensation.