



TRUCE Software
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "Agreement") is made as of the effective date set forth below (the "Effective Date"), by and between **TRUCE Family Inc.** ("TRUCE") and the party listed as the "Customer" in the Subscription Order ("Customer").

This Agreement governs the use of the TRUCE System by Customer, including its Users and Administrators, under a non-exclusive license from TRUCE.

This Agreement consists of this cover page, together with one or more Subscription Order(s), and the following exhibit attached hereto and hyperlinked documents referenced therein (all of which are incorporated herein by reference):

Exhibit A

Standard Terms and Conditions

All capitalized terms used in this Agreement (including in any of the exhibits) and not specifically defined herein shall have the meaning set forth in the Standard Terms and Conditions.

**EXHIBIT A
STANDARD TERMS AND CONDITIONS**

1. Term:

- a. Duration of Agreement. This Agreement commences on the Effective Date and continues until all Subscription Orders entered into pursuant to this Agreement have expired.
- b. Term of Subscription Order(s). The License granted to the Customer under each Subscription Order will be effective for a period commencing on the Subscription Order Start Date and continuing until the expiration of the "Initial Period" set forth in that Subscription Order (the "Initial Period"). Following the Initial Period of each Subscription Order, that Subscription Order will automatically renew for a series of successive one (1) year renewal periods (each such renewal period, a "Renewal Period" and, together with the Initial Period, the "Term"). Notwithstanding the foregoing, each of TRUCE and Customer will have the right to terminate the Term of each Subscription Order as of the end of the Initial Period or any Renewal Period, and for any reason (or no reason), upon not less than sixty (60) days' prior written notice to the other party. For the avoidance of doubt, however, neither Customer nor TRUCE will have any right to terminate the term of any Subscription Order or to cancel this Agreement prior to the end of the then-current initial period or renewal period for any reason, except as expressly provided in Section 18.a. below.

2. **Grant of License:** The TRUCE System is a proprietary system that is owned by TRUCE. It is licensed and not sold. Customer's rights to use the TRUCE System are limited and subject at all times to the terms and conditions of the license set forth in this Agreement. TRUCE hereby grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license to install and use the TRUCE System, during the Term, for Customer's own internal business purposes and only for the number of Users specified in the Subscription Order(s), and subject to the terms and conditions set forth herein (the "License"). The License includes (a) the ability for one or more Administrators to access and control the policies and requirements of each UserID through the Remote Management Console, and (b) where applicable, the right to install and/or use one or more TRUCE Beacons in Covered Environments (i.e., if TRUCE Beacons are deployed as part of Customer's configuration of the TRUCE System). All rights in the TRUCE System other than those specifically granted to Customer under this Agreement are expressly reserved by TRUCE. Without limiting the foregoing, TRUCE will retain ownership of all TRUCE Beacons if any are provided for Customer's use pursuant to this Agreement. Within thirty (30) days of any expiration or termination of this Agreement, Customer shall return all such TRUCE Beacons to TRUCE, at Customer's expense, in the same condition in which they were provided, normal wear and tear excepted.

3. **Fees and Payments:** Customer shall pay TRUCE all fees associated with the License herein granted to Customer, in accordance with the terms of the Subscription Order(s) signed by Customer and TRUCE, and TRUCE's invoices issued pursuant thereto. Except as otherwise set forth in a Subscription Order, all payments are due within thirty (30) days of the invoice date. All payments shall be non-refundable, and made without any deduction, setoff or bank charges. Late payments (other than amounts that are the subject of a legitimate dispute) will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under applicable law, from the due date until paid. Customer shall also pay TRUCE's reasonable and customary costs of collection, including TRUCE's reasonable attorneys' fees and court costs, in connection with all late payments. The fees due to TRUCE 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 whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the License of the TRUCE System hereunder. If TRUCE has the legal obligation to pay or collect Taxes for which Customer is responsible, then TRUCE will invoice Customer for the applicable amount of such Taxes, and Customer will pay the invoiced amount to TRUCE, unless Customer provides TRUCE with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, TRUCE is solely responsible for taxes assessable against it based on its income, property and employees.

4. TRUCE Beacons:

- a. As part of the License granted to Customer to access and use the TRUCE System, in certain use cases, TRUCE may provide Customer with a number of TRUCE Beacons to be mutually agreed upon. Truce Beacons are optional and are only provided upon request.
 - b. If any TRUCE Beacon provided by TRUCE is defective, then Customer's sole and exclusive remedy will be to return the defective unit and TRUCE shall send a replacement TRUCE Beacon, at no charge. This exclusive remedy is an essential condition of this Agreement.
 - c. If any TRUCE Beacon is lost or damaged after it has been initially delivered to Customer, then Customer shall be required to reimburse TRUCE for the reasonable replacement cost (as specified by TRUCE). As of the date hereof, the replacement cost for a TRUCE Beacon is \$65.
5. **Third Party Services and Third Party Equipment:** Customer expressly acknowledges and agrees that: (a) use of the TRUCE System may require the use of Third Party Services and Third Party Equipment, including without limitation, that which is needed to distribute the TRUCE System to Users and Administrators, and to communicate with TRUCE's servers via data or SMS (text) transmissions; (b) Customer and/or its Users shall be solely responsible for obtaining any and all such Third Party Services and Third Party Equipment; (c) the use of the TRUCE System by Customer and its Users may result in fees or charges imposed by the providers of such Third Party Services and/or Third Party Equipment; and (d) Customer and/or its Users shall be solely responsible for paying any and all such fees and/or charges. TRUCE is not responsible for the speed, quality, availability, or support of any connectivity, including, but not limited to, cellular, Wi-Fi, satellite, data hosting, or other service.
6. **Notifications Policy:** Customer expressly authorizes TRUCE to send notifications to Customer, its Administrators and/or Users, in a succinct and professional manner, via (a) the Remote Management Console, (b) push or in-app notification functionality, (c) emails or (d) text messages in furtherance of the maintenance, operation and/or administration of the TRUCE System pursuant to this Agreement. For clarity, however, TRUCE will not send or serve any advertisements or other marketing messages to Users.
7. **Users and Administrators:**
 - a. Users. Each User (through the UserID associated with such User) will be governed by, and will be deemed to have agreed to be subject to, a set of rules and policies that will limit the functionality of his/her User Devices in a Covered Environment.
 - b. Administrators. Customer is responsible for managing and securing its TRUCE account. This includes designating at least one Administrator who will control access, set policies, and manage User authorizations. Administrators must ensure that login credentials are not shared and promptly revoke access for Users who are no longer authorized. Customer is solely responsible for any unauthorized access resulting from lost, stolen, or misused credentials and must ensure all Users comply with the terms of this Agreement. TRUCE shall have no responsibility for any loss, damages or liability in connection with any lost or stolen account access information. Customer is responsible for all acts and failures to act of its Users, and for ensuring that all Users are permitted by applicable law to access the TRUCE System. TRUCE shall have no responsibility or liability for any damage or loss caused by the failure of Customer to deauthorize a User. Customer will ensure that all Users and Administrators comply with all of the terms and conditions of this Agreement.
8. **Limitations On Use:**
 - a. Customer shall not permit anyone other than Users and Administrators to access and/or use the TRUCE System under Customer's account.
 - b. Customer shall not, and shall not permit others to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying ideas or algorithms of any part of the TRUCE System, (ii) modify, adapt, translate, alter, change or create derivative works of all or any part of the TRUCE System, (iii) download, copy or collect information that could be used to copy all or any

part of the TRUCE System, or (iv) access or use all or any part of the TRUCE System for any purpose other than the uses expressly authorized in this Agreement.

- c. Customer warrants, represents, and covenants that it has and/or shall properly obtain from its students, parents/guardians of students, employees and contractors all consents and permissions required by applicable law or regulation (including, without limitation, the permissions and consents required under and in accordance with GDPR, where and as applicable) in order for TRUCE to receive, use, store and process the personal information of such employees and contractors pursuant to this Agreement.

- 9. **Ownership:** The TRUCE System and all components thereof (including, without limitation, the Operating Software, TRUCE Beacons, Remote Management Console and all other hardware, software, code, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein), and any trademarks, service marks, logos, taglines, trade names, trade dress, URLs and/or domain names related to the TRUCE System, and all intellectual property rights therein (including, without limitation, all rights under patent, copyright, trademark, and trade secret laws), are and shall remain the sole and exclusive property of TRUCE, throughout the universe and in perpetuity. Furthermore, if Customer or any of its Administrators or Users suggests new features or functionality that TRUCE, in its sole discretion, adopts for or incorporates in the TRUCE System, then all such new features or functionality will be the sole and exclusive property of TRUCE, and Customer (on its own behalf and on behalf of its Administrators and Users) agrees to and does hereby irrevocably grant, transfer, and assign automatically to TRUCE upon creation all right, title and interest in and to such new features or functionality, throughout the universe and in perpetuity, without any requirement for further notice or additional consideration. TRUCE reserves the right, in its sole discretion, at any time and without any obligation to notify Customer or any other liability to Customer, to update, improve, replace, modify or alter the specifications for and features and functionality of all or any part of the TRUCE System, provided that any such updates, improvements, replacements, modifications or alterations will not substantially reduce the functionality or features of the TRUCE System.

- 10. **TRUCE's Representations and Warranties:** TRUCE represents and warrants the following only: TRUCE has the right, power and authority to enter into this Agreement and to grant the License herein granted to Customer in respect of the TRUCE System;

- 11. **Disclaimer of All Other Warranties:** EXCEPT FOR TRUCE'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUCE PROVIDES THE TRUCE SYSTEM ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. CUSTOMER EXPRESSLY ASSUMES ALL RISKS AS TO THE SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY OF THE TRUCE SYSTEM, SUBJECT ONLY TO TRUCE'S EXPRESS REPRESENTATIONS AND WARRANTIES IN SECTION 10 ABOVE. TRUCE DOES NOT MAKE ANY WARRANTIES OTHER THAN AS EXPRESSLY STATED HEREIN CONCERNING THE TRUCE SYSTEM OR THE SERVICES; AND TRUCE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, (A) ALL WARRANTIES WITH RESPECT TO MERCHANTABILITY, CONFORMITY TO ANY SPECIFICATION OR DESCRIPTION, EXISTENCE OF ANY LATENT OR PATENT DEFECTS, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR (B) ANY WARRANTY THAT THE TRUCE SYSTEM WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, WILL OPERATE WITH ALL THIRD PARTY SERVICES AND/OR THIRD PARTY EQUIPMENT, OR THAT THE USE OF THE TRUCE SYSTEM WILL BE ERROR FREE. THESE DISCLAIMERS OF WARRANTIES ARE AN ESSENTIAL CONDITION OF THE AGREEMENT.

- 12. **Limitations of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY EXPRESSED OR IMPLIED HEREIN:

- a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR LOST SAVINGS, WHETHER THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- b. IN NO EVENT SHALL TRUCE BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS, ADMINISTRATORS OR ANY OTHER EMPLOYEE, CONTRACTOR, AGENT OR OTHER PERSONNEL (THE "CUSTOMER PARTIES") FOR ANY OF THE FOLLOWING, WHETHER TRUCE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY CLAIM ASSERTED BY ANY THIRD PARTY; (ii) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY CLAIMS OR DAMAGES RESULTING FROM DEATH OF OR INJURY TO ANY CUSTOMER PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE, IMPROPER USE, OR INABILITY TO USE THE TRUCE SYSTEM; AND, (iii) ANY LEGAL FEES OR OTHER EXPENSES RELATED THERETO.
- c. THE TOTAL LIABILITY OF TRUCE TO THE CUSTOMER PARTIES WILL BE LIMITED TO THE LESSER OF (i) CUSTOMER'S ACTUAL DIRECT DAMAGES, IF ANY OR (ii) THE CUMULATIVE PAYMENTS ACTUALLY RECEIVED BY TRUCE FROM CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.
- d. THE LIMITATIONS SET FORTH IN THIS SECTION 12 SHALL APPLY EVEN IF ANY ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM, NATURE OR TYPE OF CLAIM OR CAUSE OF ACTION ASSERTED, WHETHER IN CONTRACT, TORT OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AN ESSENTIAL CONDITION OF THE AGREEMENT, AND SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, REGARDLESS OF THE REASON FOR SUCH TERMINATION.
- e. Notwithstanding the foregoing, the parties acknowledge that, in some jurisdictions, applicable law does not allow the exclusion or limitation of incidental, consequential or special damages, the exclusion of implied warranties, or limitations on how long a given warranty may last, so some of the above limitations may not apply.

13. **Indemnification:**

- a. Customer will indemnify, defend and hold harmless TRUCE and its affiliates, and their respective officers, directors, shareholders, employees, successors and assigns, from and against all losses, claims, judgments, liabilities, damages, fines, penalties, assessments, actions or causes of action (including reasonable attorneys' fees and court costs) (collectively, "Losses") to the extent arising out of any third party claim relating to or based upon (i) any use of the TRUCE System by Customer or any of its Users, Administrators or other employees, students, parents/guardians of students, contractors or agents, (ii) any breach by Customer of its obligations under this Agreement, or (iii) claims by any of Customer's employees, students, parents/guardians of students, contractors, agents or other personnel for compensation of any kind, including for injuries or damages under any applicable laws.
- b. Customer's indemnification obligation under this Section 13 shall be subject to the following: (i) the party entitled to indemnification (the "Indemnitee") shall notify the indemnifying party (the "Indemnitor") in writing promptly upon first learning of the claim or action giving rise to the indemnity (except that failure to promptly notify Indemnitor shall only excuse the indemnity obligation to the extent that the Indemnitor was materially prejudiced by such failure); (ii) the Indemnitor will have sole and exclusive control over the defense and/or settlement of such action or claim, except that: (A) if the Indemnitor is not diligently defending the claim or becomes unable to defend the claim, then the Indemnitee may assume control over the defense and/or settlement thereof; and (B) the Indemnitor shall not, without the Indemnitee's prior written approval, agree to any settlement of any claim that imposes on the Indemnitee any financial obligation or admission of liability; and (iii) the Indemnitee shall provide the Indemnitor with all reasonably requested information and assistance to defend and/or settle any such claim or action, at the Indemnitor's expense. This Section shall survive any termination of this Agreement, regardless of the reason for termination.

14. **Confidentiality:** During the Term, each of TRUCE and Customer may have access to each other's Confidential Information. Each party agrees that it shall not directly or indirectly disclose, use, sell, license, publish, reproduce or otherwise make available to any person or entity any Confidential Information of the other party

without the other party's prior written consent. Furthermore, each of TRUCE and Customer shall keep the terms of this Agreement strictly confidential and not disclose any of those terms to any person or entity except as may be required by law, provided that each such party may disclose the terms of this Agreement to its officers, directors, employees, advisors, and/or other professional representatives who have a need to know such information, but only if such parties agree to maintain the confidentiality of such terms. If legally required to disclose Confidential Information (e.g., via subpoena), the receiving party must notify the disclosing party promptly (and prior to making any such disclosure) and cooperate in any efforts to limit disclosure. These confidentiality obligations remain in effect during the Term and after expiration or termination for: (i) three years for Confidential Information other than trade secrets; (ii) as long as legally protected as a trade secret for trade secrets; and (iii) indefinitely for Personal Information. TRUCE shall also comply with its Privacy Policy.

15. **Information Security:**

- a. **Data Protection Laws.** TRUCE will comply in all material respects with applicable Data Protection Laws which may include the following, if and to the extent required thereunder: (i) establishing appropriate data protection policies and procedures concerning the collection, use, storage, retention, and security of Personal Information; (ii) implementing regular staff training, use testing, audits or other documented mechanisms to ensure and monitor compliance with such policies and procedures; (iii) appointing a data protection officer; (iv) maintaining complete, accurate, and up-to-date records of all Personal Information processing activities; (iv) carrying out and maintaining complete, accurate and up-to-date records of, all data protection impact assessments; and (v) issuing appropriate privacy notices to data subjects.
- b. **InfoSec Safeguards and Practices.** TRUCE will establish and maintain appropriate administrative, procedural, training, physical and technical safeguards and practices (the "**InfoSec Safeguards and Practices**"), consistent with Good Industry Practices, designed to protect the security, confidentiality and integrity of, and to prevent unauthorized access to and use of, Customer Data.
- c. **Notifications.** If TRUCE suspects or becomes aware of any incident that compromises or threatens the security, confidentiality, or integrity of Customer Data (an "**InfoSec Incident**"), then TRUCE will promptly provide Customer with written notice of the InfoSec Incident, and will promptly take all reasonable and appropriate steps to contain and mitigate any loss or damage which may result from the InfoSec Incident and to investigate, correct and remedy the InfoSec Incident.
- d. **Additional Fees.** Customer recognizes and agrees that Truce may charge additional fees (without limitation) (a) for activities (if any) required by Data Protection Laws and (b) for activities Customer requests to help it comply with Data Protection Laws.
- e. **Risk of Exposure.** Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Truce System, Customer assumes such risks. Truce offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
- f. **Excluded Data.** Customer warrants that (a) it has not and will not transmit Excluded Data (as defined below), or permit transmission of Excluded Data, to Truce or its computers or other media and, (b) to the best of its knowledge, Customer Data does not and will not include Excluded Data. Customer shall inform Truce of any Excluded Data within Customer Data promptly after discovery (without limiting Truce's rights or remedies). Customer recognizes and agrees that: (i) the provisions of this Agreement related to Customer Data do not apply to Excluded Data; (ii) Truce has no liability for any failure to provide protections in the Excluded Data Laws (as defined below) or otherwise to protect Excluded Data; and (iii) Truce's systems are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. Truce is not responsible or liable for any data exposure or disclosure or related loss to the extent that it involves Excluded Data. ("**Excluded Data**") means: (i) protected health information ("**PHI**"), as such term is defined under the Health Insurance Portability and Accountability Act of 1996; (ii) government issued identification numbers (e.g., social security numbers); or (iii) financial account numbers or credit card numbers. "**Excluded Data Laws**" means any law or regulation governing

Excluded Data, including without limitation any law or regulation protecting privacy or security rights of Excluded Data subjects).

16. **Data Processing Addendum:** If Customer has or may have employees or contractors who are residents or citizens of the European Economic Area and who are subject to the regulations under the European Union General Data Protection Regulation, the Data Processing Addendum shall apply.

17. **De-Identified Data:** Customer acknowledges and agrees that TRUCE will have the perpetual right to store, use and analyze De-Identified Data obtained through TRUCE's provision of the TRUCE System to Customer.

18. **Termination for Material Breach; Post-Term:**

- a. In the event either party commits a material breach of this Agreement, the other party may, upon thirty (30) days' prior written notice, terminate this Agreement; provided, however, that this Agreement shall not be terminated if, with respect to breaches that by their nature are capable of being cured, the breaching party cures the breach within thirty (30) days after receipt of the notice of breach.
- b. Upon expiration or termination of this Agreement, the License herein granted to Customer and all of Customer's rights with respect to the TRUCE System will immediately cease and terminate.
- c. Promptly following the expiration or termination of this Agreement, Customer will use good faith efforts to delete and permanently erase all instances of the TRUCE System from all devices and systems which are controlled directly or indirectly by Customer (including, without limitation, from all User Devices).
- d. Notwithstanding anything to the contrary expressed or implied herein, after the expiration or termination of this Agreement, the following will apply with respect to Customer Data:
 - i. TRUCE will retain Customer Data for a period of at least six (6) months following the expiration or termination of this Agreement (the "6-Month Post-Term Period"). (TRUCE may also retain Customer Data after the end of the 6-Month Post-Term Period, but will have no obligation to do so.)
 - ii. If Customer wishes to obtain a copy of any or all such Customer Data from TRUCE, then Customer may do so by sending a notice to TRUCE at any time prior to the end of the 6-Month Post-Term Period, which notice must specify the Users in respect of whom such Customer Data is to be obtained. In such event, the License will be automatically extended for one (1) month solely in respect of the specified Users at the monthly rate per User in effect immediately prior to the end of the Term, to enable TRUCE to extract and provide the requested Customer Data to Customer.
 - iii. Upon Customer's written request, TRUCE will delete and permanently erase all Customer Personal Information from all devices and systems which are controlled directly by TRUCE.

19. **Dispute Resolution:**

- a. Time Limitation. Any claim or action against TRUCE must be brought within twelve (12) months of the cause arising.
- b. Agreement to Arbitrate.
 - i. In the event of any dispute, claim, question or disagreement arising from or relating to the terms of this Agreement or the breach thereof, the parties hereto shall use good faith efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, such dispute, claim, question or disagreement shall be resolved by binding arbitration in DuPage County, Illinois, in accordance

with the Commercial Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (the “AAA”), subject to the limitations of this Section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the AAA Rules from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing and shall be final. Judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. The expenses of arbitration, including and the fees and expenses of the arbitrator and the AAA, shall be shared equally by the parties.

- ii. The arbitrator will have no authority to award attorneys’ fees, punitive damages, or any other monetary relief not measured by the prevailing party’s actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The arbitrator will not make any ruling, finding, or award that does not otherwise conform to the terms of this Agreement. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.
- iii. The parties agree to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the AAA Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators’ award may be entered in any court having jurisdiction.
- iv. Notwithstanding the foregoing, any disputes or claims between the parties relating to the following matters will be subject to litigation rather than arbitration: (A) intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents); (B) any breach of the confidentiality provisions in Section 14; (C) any breach of the Information Security obligations in Section 15; or (D) any breach of the Data Processing Addendum, as applicable.

20. **Governing Law; Jurisdiction; Venue:** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois in the United States, without reference to its conflict of laws principles. Each party hereby consents to the personal jurisdiction of the State of Illinois, acknowledges that venue is proper in the state court in DuPage County, Illinois or federal court in the Northern District of Illinois, agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or federal court in the State of Illinois, and waives any objection it has or may have in the future with respect to any of the foregoing. The parties expressly agree that this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

21. **Force Majeure:** Neither party will be deemed to be in breach of its obligations under this Agreement by reason of its failure to perform its obligations hereunder if such failure is due to fire, flood, earthquake or other natural disaster; labor dispute; terrorist act or act of war; law, decree or order by any governmental authority; or any other similar cause beyond such party’s control. However, in no event will the foregoing sentence excuse Customer’s payment obligations hereunder.

22. **Waiver:** Failure or delay to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times will not be deemed a waiver or relinquishment of that right or power at any other time.

23. **Severability:** All provisions of this Agreement apply to the maximum extent permitted by applicable law. If a court of competent jurisdiction finds any part of this Agreement to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in full force and effect.
24. **No Third Party Beneficiaries:** Except as expressly set forth herein, nothing in this Agreement shall be construed as giving any person or entity (other than TRUCE, Customer and their respective successors and permitted assigns) any right, remedy or claim under or in respect of this Agreement or any provision hereof.
25. **Notices:** All notices required to be given pursuant to this Agreement shall be given in writing and delivered by fax, hand, certified first class mail, email or overnight courier, addressed to the receiving party at the contact information stated on the Subscription Order for Customer and if to Truce as follows: Truce Family Inc., 1011 Warrenville Road, Suite 210, Lisle, IL 60532 or legal@trucesoftware.com. Each party will provide written notice to the other party in the event of a change in contact information. Notice shall be deemed given (i) on the day when sent by fax, with evidence of successful transmission retained; (ii) on the day when delivered by hand; (iii) three (3) days after mailing by first class mail with tracking receipt retained; (iv) one (1) day after delivering to a recognized overnight delivery carrier; or, (v) on the date sent by electronic mail, provided that confirmation is sent by one of the other foregoing methods.
26. **Compliance with Laws:** Customer and TRUCE shall each comply with all applicable laws and regulations (as may be implemented or amended from time to time) in performing its obligations under this Agreement.
27. **Entire Agreement:** This Agreement (including all Subscription Order(s) and the Exhibits attached hereto and the hyperlinked documents referenced herein) constitutes the entire agreement between the parties with respect to the use of the TRUCE System and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by the parties, except that the Privacy Policy and Data Processing Addendum may be modified by TRUCE from time to time in its discretion, in accordance with the provisions of Exhibit E and Exhibit F annexed hereto. Neither the course of conduct between parties nor trade practice will act to amend or modify any provision of this Agreement.
28. **Assignment:** Neither party shall assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld); provided that either party may assign this Agreement, in whole or in part, to any person or entity owning or acquiring all or a substantial portion of the stock or assets of such party; and such rights may be similarly assigned by any such assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.
29. **Marketing Rights:** Customer grants to TRUCE a limited, non-exclusive, royalty-free license to use Customer's name and approved logo to market and promote TRUCE and the TRUCE System on TRUCE's website and/or in presentation materials.
30. **Counterparts and Electronic Signatures:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
31. **Definitions:** As used in this Agreement, the following capitalized terms shall be defined as follows:
- a. "Administrator" means an employee of Customer who is expressly authorized by Customer to exercise administrative privileges on behalf of Customer with respect to the TRUCE System.

- b. “Affiliate” means any entity that controls, is controlled by or is under common control with TRUCE or Customer (as applicable). As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the specified entity, whether through ownership of voting securities, by contract or otherwise.
- c. “Applicable Law” means, with respect to any person, all laws, Data Protection Laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, deed and other land restrictions, governmental approvals, licenses, permits, directives, and requirements, of all Governmental Authorities, in effect at any time or from time to time and, in each case, applicable to or binding upon the person, or the performance of the Services and all codes, standards, or requirements necessary to perform the Services in accordance with accepted industry practices prevailing at the time and place where the Services are being rendered or utilized.
- d. “Confidential Information” means confidential, proprietary or non-public knowledge, data or information in any way relating to the business of TRUCE or Customer (as applicable), its affiliates and/or any of their respective current or former shareholders, investors, directors, officers, employees, students, users representatives, agents and/or partners, in any format now or hereafter known (including, without limitation, printed, digital, numerical, text-based, machine-readable, verbally-transmitted or otherwise). Confidential Information includes, without limitation, information relating to trade secrets, pricing, fees, sales and marketing strategies, customer lists, potential investments and/or acquisitions, or the manner or method of conducting business. However, “Confidential Information” specifically excludes information which (i) is disclosed or becomes generally available to the public other than as a result of a disclosure by the receiving party or its agents, (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be bound by a confidentiality agreement with or other obligation of secrecy to the disclosing party, or (iii) is or was independently developed by the receiving party, without violation of any obligation of confidentiality to the disclosing party.
- e. “Covered Environment” means the specific area(s) of Customer’s schools intended to be covered by the TRUCE System.
- f. “Customer Data” means data which is (i) delivered by Customer to TRUCE or (ii) otherwise obtained from Customer or any of its Affiliates by TRUCE in connection with the performance of the Services or the provision of the TRUCE System to Customer.
- g. “Customer Personal Information” means Personal Information relating to Users or Administrators which is delivered by Customer to TRUCE. For clarity, Customer Personal Information is a subset of Customer Data.
- h. “Data Processing Addendum” means TRUCE’s Data Processing Addendum, the details of which are available at <https://trucesoftware.com/dpa/>, and provisions relating to which are set forth in Section 16.
- i. “Data Protection Laws” means all laws and regulations relating to data privacy and security, including, without limitation, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 (“GDPR”) and the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq. (“CCPA”), in each case to the extent applicable to the party having the obligation to comply.
- j. “De-Identified Data” means data that has been anonymized, aggregated and/or otherwise processed in such a way that (i) all Personal Information has been removed therefrom and (ii) such data can no longer be attributed to a specific individual by reasonable means without the use of additional information (where such additional information is kept separate and under adequate security to prevent unauthorized re-identification of a specific individual).

- k. “Destructive Elements” means computer code, programs or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the TRUCE System or any other associated software, firmware, hardware, computer system or network (including without limitation “Trojan horses”, “viruses”, “worms”, “time bombs”, “time locks”, “devices”, “traps”, “access codes”, or “drop dead” or “trap door” devices) or any other harmful, malicious or hidden procedures, routines or mechanisms that would cause the TRUCE System to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations.
- l. “Good Industry Practices” means the generally accepted practices, methods, skill, care, techniques, and standards employed by experienced and skilled professionals, including those of the International Organization for Standardization, the National Institute of Standards and Technology, and other similar persons with respect to the Services performed pursuant to this Agreement.
- m. “Governmental Authority” means any legislature, court, tribunal, arbitrator, or arbitral body, authority, agency, commission, division, board, bureau, branch, official, or other instrumentality of the United States, or any domestic state, county, parish, city, tribal, or other political subdivision, governmental department, or similar governing entity, and including any governmental or quasi-governmental body with governmental powers of authority.
- n. “License” has the meaning set forth in Section 2.
- o. “Operating Software” means the proprietary software for the TRUCE System which is provided by TRUCE for installation on a User Device, and has the capability of reducing or minimizing the functionality of that User Device when that User Device is located in a Covered Environment. In configurations of the TRUCE System which include a TRUCE Beacon, the Operating Software interacts with the TRUCE Beacon.
- p. “Personal Data” or “Personal Information” has the meaning given to those terms under Applicable Law.
- q. “Privacy Policy” means TRUCE’s Privacy Policy, the details of which are available at <https://trucesoftware.com/privacy-policy/>.
- r. “Remote Management Console” means the hosted internet-based, password-protected management interface for the TRUCE System that Administrators may access to control individual policies and requirements for each UserID. The Remote Management Console enables Administrators to add or remove Users from Customer’s account and to set, change, and monitor rules and policies for groups of Users or for individual Users.
- s. “Services” means the services to be performed by TRUCE for Customer pursuant to this Agreement, including in relation to the provision of the TRUCE System.
- t. “Standard Terms” means the Standard Terms and Conditions annexed hereto as Exhibit A.
- u. “Subscription Order” means a purchase order for a customer of TRUCE to license the right to access and use the TRUCE System on a subscription basis.
- v. “Subscription Order Start Date” means, with respect to each Subscription Order, the earlier of (i) the first date on which the TRUCE System is operational and ready for use by the first User under that Subscription Order or (ii) thirty (30) days after the date on which the last of TRUCE or Customer has signed that Subscription Order.
- w. “Third Party Equipment” means User Devices and any and all other third party hardware, software or other accessories (including, without limitation, cell phones, tablets, computers, servers, modems, routers, cables

and/or connectors) that may be necessary or appropriate in connection with Customer's use of the TRUCE System.

- x. "Third Party Services" means any and all third party services (including, without limitation, service plans that provide cell phone service, wireless internet service, SMS and/or MMS texting services and/or other data services) that may be necessary or appropriate in connection with Customer's use of the TRUCE System.
- y. "TRUCE Beacon" means the proprietary hardware device and the software installed thereon which is provided by TRUCE for installation in a Covered Environment in connection with certain configurations of the TRUCE System. The TRUCE Beacon has wireless communication capabilities for communicating with the Operating Software.
- z. "TRUCE System" means the system of software, services and hardware known as "TRUCE" which is designed to provide protective measures to enhance safety in a school or other environment. The TRUCE System includes, without limitation, the Operating Software (including the TRUCE mobile application), the Remote Management Console and TRUCE Beacons (in certain configurations), together with any associated services, documentation, online functionality, updates and/or upgrades provided by TRUCE in connection therewith.
- aa. "User" means a student of Customer and/or their parent(s)/guardian(s) who is expressly authorized by Customer to use the TRUCE System pursuant to the License granted to the Customer under the Agreement. The number of Users covered by the License is specified in the Subscription Order(s); and Customer is not authorized to increase the number of Users without TRUCE's express written authorization. However, if TRUCE discovers that the number of Customer's employees or independent contractors actually using the TRUCE System exceeds the number of authorized Users specified in the Subscription Order(s), then TRUCE will have the right to issue an additional Subscription Order to increase the number of authorized Users and to charge additional fees to Customer for the additional Users on the basis of the per-User rates specified in previous Subscription Order(s).
- bb. "User Device" means a mobile or other handheld device (e.g., cell phone, smartphone, tablet, laptop, etc.) which is owned and/or used by a User and intended to be covered by the TRUCE System.
- cc. "UserID" means a unique identification number issued or assigned to each User.

[END OF EXHIBIT A – STANDARD TERMS AND CONDITIONS]