



Subscription Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. Definitions

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"We," "Us" or "Our" means NeuroNet Learning LLC, a Florida Limited Liability Company.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Agreement" means this Subscription Agreement.

"Purchased Services and Materials" means Services, Books, or other Educational Materials that You purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Content" refers to videos, graphics, sounds, maps, audio tracks, and animations embedded in Our Software, and which are protected under copyright law.

"License" means an individual software license which is authorized by You to be used by an individual member of Your staff, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. A member of your staff may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

"Site License" means a software license which entitles You to an unlimited number of Licenses for use in a single building, facility, or school.

2. Our Responsibilities

Provision of Purchased Services and Materials. We will (a) make the Services and Materials purchased available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime which We shall schedule to the extent practicable during the weekend hours, and (ii) any unavailability caused by circumstances beyond Our reasonable control.

Support. We will provide technical and program support by email and phone during regular business hours, Monday through Friday, 9:00AM to 5:00PM Eastern Time. Additional support, such as on-site support and on-site training services may be available at an additional cost.

Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.



Beta Services. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as free trial, beta, pilot, limited release, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered “Services” under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. Use of Services and Content

Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. The standard term of a license is one year unless otherwise stated in Your order form.

Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Licenses, and the Service or Content may not be accessed by more than that number of Users, (b) a User’s password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Invoicing and Payment).

Your Responsibilities. You will (a) be responsible for Your compliance with this Agreement, (b) use reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (c) use Services and Content only in accordance with this Agreement.

Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Your staff, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content (c) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (d) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (e) copy a Service or any part, feature, function or user interface thereof, (f) copy Content, (g) frame or mirror any part of any Service or Content, other than framing on Your own intranets, (h) access any Service or Content in order to build a competitive product or service, or (i) reverse engineer any Service.

School Name

Authorized Signature