



EDCONNECTIVE END USER LICENSE AGREEMENT

Updated: July 20, 2020

PLEASE READ THE FOLLOWING CAREFULLY.

This **END USER LICENSE AGREEMENT** (this “EdConnective”) is a legal agreement between you (either an individual or an entity) and EdConnective, Inc. (“EdConnective”, “we”, “our” or “us”). This End User License Agreement, “EULA” applies to and governs your use of and access to our on-line, interactive coaching platform located at <http://www.edconnective.com> and <http://www.edconnectiveapps.com> (the “Site”), including its components, features and software, documentation and whether accessed via an Internet browser, smartphone, tablet or other mobile device (the “System”) for the purpose of conducting classroom observations (each an “Observation”) and recording such Observations.

BY ACCESSING THE SITE AND/OR USING THE SYSTEM IN ANY MANNER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT ACCESS THE SITE OR ACCESS OR USE THE SYSTEM. THIS EULA SPECIFIES THE EXPECTATIONS FOR YOU (A USER OF THE SYSTEM) AS WELL AS THE SCHOOL LOCATION ADMINISTRATOR (THE ADMINISTRATORS AT YOUR SCHOOL).

Modifications to this EULA. EdConnective reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Site or the System, or to change, modify, add, or remove portions of this EULA at any time by making such modified EULA available to you. The EULA will be identified as of the most recent date of revision at the beginning of this EULA and will be effective immediately upon being made available to you, except in the event any such modification materially alters your rights hereunder, you will be asked to review the amended EULA when you log into your Account, and to indicate and confirm your acceptance of the amended EULA by clicking the “ACCEPT” button. Your continued use of the Site or the System after modifications to the EULA become effective constitutes your binding acceptance of such changes. If you are dissatisfied with the terms of this EULA or any modifications thereof, then you agree that your sole and exclusive remedy is to discontinue any use of the Site and/or System.

Availability; Changes. We employ reasonable measures to try to provide you with access to the Site and Systems 24/7. However, there will be occasions when the Site and/or the System will be interrupted for maintenance, upgrades for emergency repairs or due to the failure of telecommunications links or equipment or other circumstances that are beyond our control. We will take reasonable steps when possible to minimize such disruption. From time to time, and without notice to you, EdConnective may add or delete certain features or functions from the Site and/or the System. EdConnective reserves the right to suspend or discontinue (temporarily or permanently), the Site, the System or any portion thereof. You agree that EdConnective shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, System, or any features or functions thereof.

School Location Administrator Obligations. Pursuant to an end user school location license agreement (“School Location EULA”) Your School Location Administrator has agreed to the following:

1. To act as the data controller and to manage access requests to the video data, as well as any other text, audio or other materials that you submit to the Site or through the System in conjunction with an

Observation (collectively, "Data"). Your Video Data is secure and will only be made available to third parties in extraordinary circumstances such as:

- a. To law enforcement, for instance, as part of criminal investigations or other matters deemed by the Location Administrator to be sufficiently serious to authorize the access;
 - b. The parent of a student requests to see a video observation that their student is in. (See more in FERPA section below).
 - c. If an EdConnective instructional coach suspects child abuse or neglect, they are mandated reporters, and must share with the School Location Administrator.
2. To ensure that only approved users within your school location have access to the System or Data;
 3. To use the System as a training and professional development tool, not as a surveillance system;
 4. To guarantee that you always have the right to switch off the camera system, even if this is in the middle of an observation; and

You have the right to decide which videos get uploaded to the System, how long they are stored, when they are deleted, and who has access to them.

Your Obligations. You agree to comply with all applicable laws and contractual obligations when you use the Site and/or the System. Without limiting the foregoing, you agree not to:

1. Sublicense, rent, lease, loan, modify or create derivative works of, adapt, translate, perform, display, sublicense or otherwise transfer or permit any use by another of the System or use the System to benefit any third party except as expressly provided herein;
2. Reverse engineer, decompile, or disassemble the Site or System for any purpose, nor shall you attempt to create the source code from the object code for the System or defeat any software key used to activate the System from, all or any portion of the System, or from any information accessible through the System (including, without limitation, data packets transmitted to and from the System over the Internet), or anything incorporated therein;
3. Remove or alter any proprietary notice on the Site or the System;
4. "Harvest", intercept or collect information from the Site or System using an automated software tool or manually on a mass basis, unless we have given you separate written permission to do so. This includes, for example, information about other users of the Site and/or System and information about the offerings, products, services, and promotions available on the Site and/or System;
5. Use automated means to access the Site or System, or gain unauthorized access to the Site or System or to any account or computer system connected to the Site or System;
6. Obtain, or attempt to obtain, access to areas of the Site, System or other services or systems that are not intended for access by you;
7. Restrict or inhibit other users from using or enjoying the Site or System;
8. Submit, post, upload, link to, transmit to other users or otherwise make available (collectively, "submit") text, content and other materials, including any Data (collectively, "Content") on or through the Site or the System that:
 - (a) infringes any intellectual property right (such as copyrights) or other rights of EdConnective or a third party including, without limitation, any rights of publicity or privacy;
 - (b) divulges another person's or entity's confidential or private information or trade secret;
 - (c) is fraudulent, threatening, harassing, profane, abusive, obscene, or discriminatory;
 - (d) is misleading or encourages criminal conduct;
 - (e) contains any virus, malware, spyware, or other harmful content or other computer programming or routines that are intended to, or which in fact, damage, detrimentally interfere with, monitor, intercept or expropriate any Data, information, packets or personal information;or

(f) use the Site or the System in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA.

9. You may not disclose your password to anyone or allow anyone to use your password to access the System. You are responsible for maintaining the confidentiality of your password and for any damage, harm etc. resulting from your disclosure, or allowing the disclosure, of any password, or from use by any person of your password. You may not obtain, attempt to obtain, use or attempt to use the password of anyone else. You are responsible for remembering your account information and password. You may not obtain, attempt to obtain, use or attempt to use the login name of anyone else. You agree to immediately notify your Location Administrator of any unauthorized use of your username or password or any other breach of security.
10. When you are being observed, you will inform those around you that the camera is present in the room for the purpose of training and professional development and that it can record both video and audio.
11. When observing or commenting on other teachers' lessons via the web interface, you will ensure that your activities are constructive, sensitive, respectful, and developmental.

Feedback. You have no obligation to give EdConnective any suggestions, enhancement requests, recommendations, comments or other feedback ("Feedback") relating to the Site and/or the System. To the extent EdConnective receives any Feedback from you, EdConnective may use and include any such Feedback to improve the Site and/or the System or for any other purpose.

Accordingly, if you provide Feedback, you agree that EdConnective shall own all such Feedback and EdConnective and its affiliates, licensees, clients, partners, third-party providers and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Site and/or the System or other related technologies, and you hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to EdConnective.

Collection and Use of User Information and Data. EdConnective may (and you hereby expressly authorize EdConnective to) disclose information about you to law enforcement officers such as EdConnective, in its sole discretion, deems necessary or appropriate to investigate or resolve possible crimes or to respond to judicial, regulatory, agency or similar inquiries. EdConnective may monitor usage of the System to gather statistical information that it may disclose to third parties. EdConnective may also contact you using the information you provided to, for example, provide technical support, respond to user inquiries, transmit questionnaires and offer products and services.

EdConnective may take any action it deems appropriate regarding any Content, if EdConnective believes, in its sole discretion, that such Content violates this EULA or may expose EdConnective, its licensors and/or its suppliers to liability, damage EdConnective's relationship any of its suppliers, licensors, ISPs or other users of the System, harm anyone or harm EdConnective's reputation or goodwill.

EdConnective reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Content for any reason, including in the case it suspects or believes that the Content violates any terms of this EULA. EdConnective also reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this EULA, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect our rights, property or safety, and that of our users and the public. We will not be responsible or liable for the exercise or non-exercise of its rights under this EULA.

Licenses.

1. By EdConnective. Subject to the terms of the School Location EULA and provided that you are in full compliance with this LOCATION EULA, EdConnective grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the System solely in connection with conducting Observations and recording such Observations via the System for the period this EULA is in effect. Any and all rights not expressly granted by EdConnective herein are reserved, and no license, permission or right of access or use not granted expressly herein shall be implied.

2. By You. You grant to EdConnective a royalty-free, fully paid-up, irrevocable, transferable, sublicensable, worldwide right and license to use, copy, modify, publish, perform, transmit, and display all Content in accordance with the terms of this EULA and the School Location EULA, and you hereby waive any moral rights you may have in such Content.

Copyright Infringement. EdConnective takes claims of copyright infringement seriously. If you believe any materials on the Site or in the System infringe your copyright, please inform our designated copyright agent by sending written notice by U.S. Mail to EdConnective 5925 Shallow Way, Richmond, VA 23225 or by email to support@edconnective.com In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), your written notice must include substantially the following:

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site or System, a representative list of such works;
- A description of where the material you believe to be infringing is located on the Site or in the System;
- Your address, telephone number and, if available, email address;
- a statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf; and
- An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of the copyright interest. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site or in the System is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

The contact information provided in this section is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in EULA or on the Site.

Open Source Software. Any Open Source Software (as defined below) that may accompany or is incorporated into the Site or the System is provided to you under the terms of the open source license agreement or copyright notice accompanying such Open Source Software. As used herein, “Open Source Software” means open source software components provided in connection with the Site and/or the System that are licensed to you under the terms of the applicable license agreements that apply to such open source software components of the Site and/or the System. This EULA does not apply to Open Source Software and EdConnective hereby disclaims any and all liability to you or any third party based on any claims arising out of use of Open Source Software.

Nothing in this EULA limits an end user’s rights under, or grants the end user rights that supersede, the terms of any applicable Open Source Software end user license agreement.

Term; Termination; and Suspension of Account.

1. Term. This EULA will remain in effect until terminated by you or EdConnective in accordance with the terms of this section. This EULA, and your rights and licenses hereunder, will terminate immediately upon termination of this EULA.
2. By EdConnective for Termination of the System. The provision of this service is regulated by a primary contract between EdConnective and your School Location. This does not imply a secondary contract with you the end user. EdConnective's primary contract includes clauses which may result in a suspension or removal of your School Location's account. In this event we will provide all users with 30 days' notice of a suspension of service after which we may cease to provide any or all of the services offered in connection with EdConnective (including access to the System and any or all features or components of the System), terminate the EULA, close all accounts and cancel all of the rights granted to you under this EULA.
3. By EdConnective for Breach or Misconduct
 - (a) Suspension of Account. Without limiting EdConnective's rights or remedies, EdConnective may immediately, and without notice, discontinue or suspend access to the System through your account in the event of (i) a breach of the EULA by you or any user under your account; or (ii) unauthorized access to the System or use of the system by you or any user under your account.
 - (b) Termination of EULA. EdConnective may terminate the EULA, close your account, and cancel all rights granted to you under the EULA if: (i) EdConnective is unable to verify or authenticate any information you provide; (ii) you or anyone using any of your Account materially breaches the EULA, makes any unauthorized use of the Site or System, or infringes the rights of EdConnective or any third party; or (iii) EdConnective becomes aware of uses under your account that is, in EdConnective's discretion, inappropriate or in violation of the terms of this EULA. Such termination shall be effective upon notice transmitted via electronic mail, or any other means reasonably calculated to reach you.

EdConnective reserves the right to terminate any accounts that share the name, phone number, e-mail address, internet protocol address or with the closed account. Termination by EdConnective under this section shall be without prejudice to or waiver of any and all of EdConnective's other rights or remedies, all of which are expressly reserved, survive termination, and are cumulative.

Violation of EdConnective's proprietary rights is a material breach of this EULA and EdConnective may suspend your account, terminate this EULA and take whatever additional action EdConnective deems appropriate under the circumstance. The foregoing is without prejudice to or waiver of any and all of EdConnective's other rights and remedies, all of which are expressly reserved, survive termination, and are cumulative.

4. By You
 - (a) Anytime. You may terminate the EULA with regard to your account at any time, upon written or electronic notice to the School Location Administrator.
 - (b) For a Change in the EULA. If an amendment alters a material term of the EULA that is unacceptable to you, you may, as your sole and exclusive remedy, terminate the EULA and close your account by: (a) clicking the "DECLINE" button when you are prompted to review and agree to the amended EULA; or (b) notifying EdConnective via electronic mail within thirty (30) days after the amended EULA was communicated to you, provided that you have not clicked the "ACCEPT" button and accessed the System during that period. Your notice must state: (i) that you do not agree to the amended EULA, specifically describing the amendment(s) with which you disagree, and request EdConnective to close your Account. If you click "ACCEPT" or otherwise continue to access the System, you shall be deemed to have accepted the amended EULA and waive your rights to terminate under this section.

5. Closed Accounts. If for any reason the EULA is terminated with regard to your account, that account will be closed, upon which all rights granted to you under the EULA shall terminate with regard to the closed account, and you must discontinue your use of the Site and you may not access the System. You may not allow former users whose accounts have been closed to use your account.

Ownership.

1. Ownership of the Site and System

As between you and EdConnective, EdConnective is the sole and exclusive owner of the Site and the System. The Site and the System are protected by United States laws and the laws in other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights including, without limitation, laws governing copyrights, trademarks and other proprietary rights. EdConnective reserves all rights not expressly granted herein.

The System is comprised of, without limitation, software code, programs, routines, subroutines, objects, files, data, video, text, content, layout, design, documentation and other information downloaded from and accessible through the System. EdConnective, its affiliates, licensors and/or suppliers retain all of their right, title and interest (including without limitation all intellectual property rights) in and to the Site and the System and no rights thereto are transferred to you and except for the limited license granted above, you shall not acquire any right, title or interest to the Site or the System, whether by implication, estoppel, or otherwise. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site and in connection with the System are trademarks of EdConnective.

2. Rights to Certain Content

All Content created by you through your account, are the sole and exclusive property of your School Location, including any and all copyrights and intellectual property rights in or to any and all of the same, all of which are hereby expressly reserved.

3. Rights to Data

EdConnective has the right to the data collected by EdConnective instructional coaches, during observations and throughout the coaching partnership, to be used in aggregate to improve the coaching experience, develop new offerings to users, marketing, etc. If not for internal use, this data will be anonymized, unless permission we receive permission by you to use your name.

Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND THE SYSTEM ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND. EDCONNECTIVE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT. NEITHER EDCONNECTIVE NOR ANY PERSON ASSOCIATED WITH EDCONNECTIVE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE OR THE SYSTEM. WITHOUT LIMITING THE FOREGOING, NEITHER EDCONNECTIVE NOR ANYONE ASSOCIATED WITH EDCONNECTIVE REPRESENTS OR WARRANTS THAT THE SITE OR THE SYSTEM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE, THE SYSTEM OR THE SERVER THAT MAKES THEM AVAILABLE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR THE SYSTEM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. EDCONNECTIVE DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SITE OR THE SYSTEM. THE ABOVE EXCLUSIONS

MAY NOT APPLY IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. USE OF THE SITE AND/OR THE SYSTEM IS AT YOUR SOLE RISK.

Limitation of Liability. IN NO EVENT WILL EDCONNECTIVE, ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, LICENSORS OR SERVICE PROVIDERS OF EITHER (COLLECTIVELY, “REPRESENTATIVES”) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE AND/OR THE SYSTEM, INCLUDING LOSS OF REVENUE, PROFITS, OR BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EDCONNECTIVE PURSUANT TO THIS EULA EXCEED THE AN AMOUNT EQUAL TO THE VALUE OF YOUR REMAINING SUBSCRIPTION. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF EDCONNECTIVE AND ITS REPRESENTATIVES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED.

Indemnification. You agree to indemnify, defend, and hold EdConnective and its Representatives harmless from and against all liabilities, losses, damages, judgments, awards, settlements, costs, and expenses (including reasonable attorneys’ fees and costs of investigation) arising out of or resulting from any claim, suit, action, demand or proceeding arising from use or misuse of the Site and/or the System (including any claims alleging that any Data or other information produced by the System is inaccurate, misleading or deceptive), your Content, or any violation of this EULA or applicable law, in each case by you or by someone accessing the Site or System via your username or password. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, in which event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Site, the System and/or this EULA.

Export Control. You agree that you will not, directly or indirectly, ship, transfer, transmit, export or re-export, or knowingly permit any of the foregoing with respect to the Site or the System, or any technical information about the System, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation, requires an export license or other United States Government approval, unless the appropriate export license or approval has been obtained.

U.S. Legal Compliance. 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. The Site and the System is for use by U.S. residents. If you access the Site or System from locations outside the U.S., you do so at your own risk and are responsible for compliance with applicable local laws.

Choice of Law; Venue. This EULA and any dispute or claim arising out of or related to this EULA, its subject matter, or its formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this EULA, the Site or the System shall be instituted exclusively in the federal or state courts located in Delaware, and you further agree that such courts shall have in personam jurisdiction and venue with respect to you, and you hereby submit to the jurisdiction and venue of such courts and waive any objection. YOU HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY CLAIM ARISING OUT OF OR RELATING TO THIS EULA.

Miscellaneous. Any remedy of EdConnective set forth in this EULA is in addition to any other remedy afforded to EdConnective, by law or otherwise. This EULA sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them. Neither of the parties shall be bound by any warranties, understandings or representations with respect to such subject matter other than as expressly provided herein. Failure to exercise or enforce any right or provision of this EULA will not constitute a waiver of such right or provision. If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of this EULA will continue in full force and effect. No purchase order or other form submitted by you will modify, supersede, add to or in any way vary the terms of this EULA. You may not assign or otherwise transfer any of your rights or obligations under this EULA without EdConnective's prior written consent.

Contact Us. If you have any questions about the Site, the System or this EULA, you may email us at support@edconnective.com, unless stated otherwise in the LOCATION EULA.

By registering for the Site or using the System, you are agreeing that you have read and understood the EULA, and are capable of binding to a legal contract.