

Seesaw Learning, Inc.

Master Services Agreement

This Master Services Agreement (the “Agreement”) describes the terms and conditions of the Services offered by Seesaw Learning, Inc. (“Seesaw”) accepted by you on behalf of your school or school district (the “Customer”). Capitalized terms have the definitions set forth herein. Any terms used but not defined herein will have the meaning set forth in the Order Form.

This Agreement, along with the Order Form that is mutually executed by the parties and which references this Agreement governs Customer’s access to and use of the Services. By accepting this Agreement, by (1) executing an Order Form that references this Agreement, or (2) signing this Agreement, Customer agrees to the terms of this Agreement. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its Affiliates to these terms and conditions, in which case the term “Customer” shall refer to such entity and its Affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the Services. In the event of any conflict between this Agreement and the applicable Order Form, the Order Form will prevail.

This Agreement was last updated on April 20, 2022. It is effective between Customer and Seesaw as of the date of Customer’s accepting this Agreement (“Effective Date”).

1. SEESAW OBLIGATIONS

1.1 Provision of Services. Seesaw will: (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Form, (b) provide applicable Seesaw standard support for the Services to Customer at no additional charge, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Seesaw shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Seesaw’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, pandemic, act of terror, strike or other labor problem (other than one involving Seesaw employees), Internet service provider failure or delay, or denial of service

attack, and (d) provide the Services in accordance with laws and government regulations applicable to Seesaw's provision of its Services to its customers generally, and subject to Customer's and End Users' use of the Services in accordance with this Agreement and the applicable Order Form.

1.2 Protection of Customer Data. Facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Seesaw stores and processes its own information of a similar type. Seesaw has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. Customer permits Seesaw to de-identify and/or aggregate Customer Data, for purposes including sharing how Seesaw is performing in Customer's school(s) and understanding how to improve the Services. Seesaw will not attempt to re-identify any aggregated or de-identified data it has created under this Agreement using the Student Data or permit any third party to do so.

1.3 Data Transfer and Data Processing Agreement. By default, Customer Data will be stored in the United States, however Administrators can request to store Customer Data associated with their school or district account in another supported region. As part of providing the Services, Seesaw may transfer, store and process Customer Data in the United States. By using the Services, Customer consents to this transfer, processing and storage of Customer Data. The terms of the Data Processing Agreement at <https://web.seesaw.me/dpa> ("DPA") posted as of the last updated date are hereby incorporated by reference. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Seesaw, the Standard Contractual Clauses or other approved data transfer mechanism shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer is the data exporter, and Customer's acceptance of this Agreement, and execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

1.4 Seesaw Personnel. Seesaw will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Seesaw's obligations under this Agreement, except as otherwise specified in this Agreement.

1.5 Beta Services. Seesaw may make Beta Services available to Customer at no charge. Despite anything to the contrary in this Agreement, Customer

acknowledges that: (a) Customer has the sole discretion whether to use any Beta Services, (b) Beta Services may not be supported and may be changed at any time, including in a manner that reduces functionality, (c) Beta Services may not be available or reliable, (d) Beta Services may not be subject to the same security or audits as the Services, and (e) Seesaw provides Beta Services “as-is” and will have no liability arising out of or in connection with Beta Services.

1.6 Free Services. Seesaw may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described at <https://web.seesaw.me/seesaw-for-schools>. Usage over these limits requires Customer’s purchase of additional resources or services. Customer agrees that Seesaw, in its sole discretion and for any or no reason, may terminate Customer’s access to the Free Services or any part thereof. Customer agrees that any termination of Customer’s access to the Free Services may be without prior notice, and Customer agrees that Seesaw will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer’s access to the Free Services for any reason, provided that if Seesaw terminates Customer’s account, except as required by law Seesaw will provide Customer a reasonable opportunity to retrieve its Customer Data.

1.7 Modifications to the Services. Seesaw may make commercially reasonable changes to the Services from time to time. If Seesaw makes a material change to the Services, Seesaw will inform Customer.

1.8 Modifications to this Agreement. Seesaw may make commercially reasonable changes to this Agreement from time to time. The customer will remain governed by the terms in effect at the time they enter into the Agreement for the Services Term as set forth and agreed to in the Order Form. If the Services are renewed, they will be renewed under Seesaw’s then current Agreement.

1.9 Modifications to the Terms of Service and Privacy Policy. End Users associated with Customer’s Admin Account must agree to the Terms of Service and Privacy Policy prior to use of the Services. The Terms of Service and Privacy Policy may be updated from time to time as set forth therein, and are not governed by or subject to the terms of this Agreement, nor is Customer a third party beneficiary thereof.

2. USE OF SERVICES

2.1 Subscriptions. Unless otherwise provided in the applicable Order Form, Purchased Services are purchased as subscriptions for the Services Term stated in the applicable Order Form and any subscriptions added during the Services Term will have a prorated term ending on the last day of the Services Term. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Seesaw regarding future functionality or features.

2.2 Customer Responsibilities. Customer will: (a) be responsible for End Users' compliance with this Agreement and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Seesaw Applications with which Customer uses the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Seesaw promptly of any such unauthorized access or use, (d) use the Services only in accordance with this Agreement, and External-Facing Services Policies, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Seesaw Applications with which Customer uses the Services. Any use of the Services in breach of the foregoing by Customer or End Users that in Seesaw's judgment threatens the security, integrity or availability of Seesaw's services, may result in Seesaw's immediate suspension of the Services, however Seesaw will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.3 Usage Restrictions. Customer will not: (a) use the Services for any purpose other than its own internal, non-commercial, educational use, or use the Services other than in accordance with this Agreement, (b) make the Services available to anyone other than Customer or End Users, or use the Services for the benefit of anyone other than Customer, unless expressly stated otherwise in an Order Form, (c) sell, resell, license, sublicense, distribute, rent, lease or the functional equivalent thereof, the Services to a third party, (d) use the Services or Non-Seesaw Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (e) use the Services or Non-Seesaw Application to store or transmit Malicious Code, (f) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (g) attempt to gain unauthorized access to the Services or its related systems or networks, (h) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit, or use the Services to access, copy or use any of

Seesaw's intellectual property except as permitted under this Agreement or the Order Form, (i) modify, copy, or create derivative works of the Services or any part, feature, function or user interface thereof, (j) frame or mirror any part of the Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Services, or (4) determine whether the Services are within the scope of any patent.

2.4 Compliance with Applicable Law. Customers located in the United States are responsible for, and represent and warrant they are in compliance with applicable state or federal laws. Customers located outside the United States are responsible for, and represent and warrant that they are in compliance with applicable international laws. Customer's disclosure of any information to Seesaw, and/or Seesaw's use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws (including COPPA, FERPA, or GDPR). Customer will not disclose any information to Seesaw that is protected health information ("PHI") subject to the Health Information Portability and Accountability Act ("HIPAA"). Seesaw will comply with all applicable U.S. federal laws and regulations pertaining to Student Data privacy and security, including FERPA and COPPA. Seesaw does not allow third-party ads, share data for the purpose of displaying third-party ads, or allow data collection by third-party advertisers or data brokers. We do not use Student Data for third-party advertising or sell your data or Student Data.

2.5 Suspension of End User Accounts. If Seesaw, in its sole discretion, becomes aware of an End User's violation of this Agreement or the External-Facing Services Policies then Seesaw may Suspend the End User's account in accordance with such agreements, without liability to the Customer or the End User.

2.6 Emergency Security Issues. If there is an Emergency Security Issue, then Seesaw may automatically Suspend any offending End User. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue.

2.7 Customer Administration of the Services. Customer will specify one or more Administrators who may have access to Admin Account(s). Customer is responsible for: (a) designating those individuals who are authorized to access the

Admin Account(s); and (b) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Seesaw is not responsible for Customer's use of the Services, including the behavior of designated Administrators and End Users, nor is Seesaw responsible for the internal management or administration of the Services for Customer. Seesaw is merely providing the Services to the Customer for the provisioning of End User Accounts authorized and authenticated by the Customer.

2.8 End User and Parental Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose Customer Data in End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (a) Customer's access, monitoring, use and disclosure of Customer Data and Seesaw providing Customer with the ability to do so; and (b) Seesaw to provide the Services. Customers based in the United States are solely responsible for obtaining and maintaining parental consent for the collection and disclosure of personal information from children under 13 in connection with the Services. Alternatively, teachers in the United States may agree to act as the parent's agent and provide consent on their behalf to use Seesaw solely in the educational context, as permitted by the FTC.

2.9 FERPA. The parties acknowledge that: (a) Customer Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer Data includes FERPA Records, Seesaw will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

2.10 Third-Party Data Requests. Except for where required to respond by applicable laws and regulations, Customer is responsible for responding to Third-Party Requests. Seesaw will, to the extent allowed by law and by the terms of the Third-Party Request: (a) promptly notify Customer of its receipt of a Third-Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third-Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third-Party Request. Customer will first seek to obtain the information required to respond to the Third-Party Request and will contact Seesaw only if it cannot reasonably obtain such information.

3. NON-SEESAW PRODUCTS AND SERVICES

3.1 Non-Seesaw Products and Services. Seesaw or third parties may make available third-party products or services, including, for example, Non-Seesaw

Applications. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-Seesaw provider, product or service is solely between Customer and the applicable non-Seesaw provider. Seesaw does not warrant or support Non-Seesaw Applications or other non-Seesaw products or services, whether or not they are designated by Seesaw as “certified” or otherwise, unless expressly provided otherwise in an Order Form. Seesaw is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Seesaw Application or its provider.

3.2 Integration with Non-Seesaw Applications. The Services may contain features designed to interoperate with Non-Seesaw Applications. Seesaw cannot guarantee the continued availability of such service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Seesaw Application ceases to make the Non-Seesaw Application available for interoperation with the corresponding service features in a manner acceptable to Seesaw.

4. PAYMENT

4.1 Payment. The Customer will pay the Fees in accordance with the Fees and Payment Schedule set forth in the applicable Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) quantities purchased cannot be decreased during the relevant subscription term, and (d) all payments are due in U.S. dollars. Unless specified otherwise in the Order Form, all Fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Seesaw and notifying Seesaw of any changes to such information. If Customer provides credit card information to Seesaw, Customer authorizes Seesaw to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the Order Form.

4.2 Delinquent Payments. If an invoiced amount is not received by Seesaw by the due date, then without limiting Seesaw’s rights or remedies, those charges may bear interest at the rate of one-and-one-half (1.5%) percent of the outstanding balance per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys’ fees) incurred by Seesaw in collecting

such delinquent amounts, except where such delinquent amounts are due to Seesaw's billing inaccuracies.

4.3 Suspension of Services for Non-Payment. If any charge owing by Customer under this or any other agreement for services is thirty (30) days or more overdue, Seesaw may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, Seesaw will give Customer at least ten (10) days' prior notice that its account is overdue before suspending services to Customer.

4.4 Taxes. Seesaw's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying any Taxes associated with its purchases hereunder, and Customer will pay Seesaw for the Services without any reduction for Taxes. If Seesaw is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Seesaw, Customer must provide Seesaw with an official tax receipt or other appropriate documentation to support such payments.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Seesaw owns all Intellectual Property Rights in the Services.

5.2 Access to and Use of Content. Customer has the right to access and use applicable content subject to the terms of the applicable Order Form and this Agreement.

5.3 License by Customer to Seesaw. Customer hereby grants to Seesaw a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use the Customer Data as necessary to fulfill its obligations and exercise its rights hereunder.

5.4 License by Customer to Use Feedback. Customer grants to Seesaw a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request,

recommendation, correction or other feedback provided by Customer or End Users relating to the operation of Seesaw's services without obligation to Customer.

6. CONFIDENTIALITY

6.1 Obligations. As between the parties, each party retains all ownership rights in and to its Confidential Information. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information (but not less than reasonable care); and (b) not disclose the Confidential Information, except to Affiliates, employees, independent contractors and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

6.2 Required Disclosure. Each party may disclose the other party's Confidential Information solely to the extent required by law or court order but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

7.1 Representations and Warranties. Each party represents that it has validly entered into this Agreement and has the full power and authority to do so. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services.

7.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, CONFIDENTIAL INFORMATION OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT. SEESAW MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

8. LIMITATION OF LIABILITY

8.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

8.2 Limitation on Amount of Liability. THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE THE LESSER OF: (A) ONE THOUSAND DOLLARS OR (B) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO SEESAW UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

9. TERM AND TERMINATION

9.1 Agreement Term. This Agreement will remain in effect for the Services Term as set forth and agreed to in the Order Form.

9.2 Professional Development Term. Customers purchasing Professional Development sessions must have all sessions completed within one (1) year of the contract start date. Sessions not completed within one (1) year will expire and will not be refunded.

9.3 Termination for Breach. Either party may suspend performance or terminate this Agreement: (a) if the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (b) if

the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (c) immediately, if the other party is in material breach of this Agreement more than twice, notwithstanding any cure of such breaches.

9.4 Other Termination. Customer may terminate this Agreement for any reason (or no reason) with thirty (30) days prior written notice to Seesaw, provided, however, that Seesaw will not issue a refund for Services purchased.

9.5 Effects of Termination. If this Agreement terminates, then: (a) the rights granted by one party to the other will cease immediately (except as set forth in this Section and the “Survival” Section); (b) Seesaw will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Seesaw’s then-current rates, if applicable, for the Services; (c) Customer will be able to use Seesaw’s Free Services, however, if Customer subsequently requests termination of all Services and deletion of accounts, Seesaw will offer End Users the choice whether to continue using Seesaw, and, if so, provide each End User with control over his or her Seesaw account; (d) after a commercially reasonable period of time and only upon explicit, written request of the Customer, Seesaw will delete Customer Data for those individual accounts that have not been claimed by End Users by overwriting the Customer Data over time; and, (e) upon explicit, written request of the other party, each party will promptly use commercially reasonable efforts to return, delete (by overwriting over time) or destroy all other Confidential Information of the other party.

10. MISCELLANEOUS

10.1 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Seesaw and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any End User to access or use the Services in violation of any U.S. export law or regulation.

10.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

10.3 Notice. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party’s legal department or primary

point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

10.4 Assignment. Neither party may assign or transfer this Agreement in whole or in part without the written consent of the other; provided, however, either party may freely transfer and assign any of its rights and obligations under this Agreement without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

10.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

10.6 Severability. If any provision of this Agreement is found unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

10.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership, joint venture, franchise, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

10.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

10.10 Governing Law. The governing law and venue that will apply in case of any dispute or lawsuit arising out of or in connection with this Agreement will be determined by Customer's billing address, if within the United States. Accordingly, each party agrees to the governing law without regard to choice or conflicts of law rules. For Customers located outside of the United States, the parties agree to remain silent regarding governing law and venue.

10.11 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

10.12 Survival. The following Sections will survive expiration or termination of this Agreement: "Confidentiality", "Free Services", "Proprietary Rights and Licenses", "Effects of Termination", "Delinquent Payments", "Suspension of Services for

Non-Payment”, “Limitation of Liability”, “Miscellaneous”, and “Definitions”, and the section titled “Protection of Customer Data” will survive any termination of this Agreement for so long as Seesaw retains possession of Customer Data.

10.13 Insurance. Seesaw will maintain insurance coverage consistent with generally recognized commercial standards including general liability insurance.

10.14 Entire Agreement. This Agreement, and all documents referenced herein, is the parties’ entire agreement relating to its subject and supersedes any prior or contemporaneous agreements, proposals or representations, written or oral, on that subject.

10.15 Counterparts. The parties may enter into this Agreement by executing the applicable Order Form (if any) or this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

11. DEFINITIONS

“Admin Account(s)” means the administrative account(s) provided to Customer by Seesaw for the purpose of administering the Services.

“Administrators” mean the Customer-designated personnel who administer the Admin Account.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“Agreement” means this Master Services Agreement.

“Beta Services” means Seesaw services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“Confidential Information” means information disclosed by a party to the other party under this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was

independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

“Customer” means in the case of an individual accepting this Agreement on his or own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

“Customer Data” means data provided, generated, transmitted or displayed via the Services by Customer or End Users.

“Effective Date” means the date on which Customer accepts this Agreement.

“Emergency Security Issue” means either: (a) Customer’s use of the Services in violation of the Agreement, which could disrupt: (i) the Services; (ii) other Customers’ (including End Users’) use of the Services; or (iii) the Seesaw network or servers used to provide the Services; (b) unauthorized third party access to the Services; or (c) an actual or potential security breach.

“End User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use the Services, for whom Customer has purchased a subscription (or in the case of the Services provided by Seesaw without charge, for whom the Services have been provisioned), and to whom Customer (or, when applicable, Seesaw at Customer’s request) has supplied a user login credentials. End Users may include, for example, students, teachers, administrators or parents associated with Customer.

“End User Account” means a Seesaw-hosted account provisioned through the Services for an End User.

“External-Facing Services Policies” means Seesaw policies applicable to all End Users’ use of the Services, including, but not limited to, Seesaw’s Terms of Service <https://web.seesaw.me/terms-of-service/>, Privacy Policy <https://web.seesaw.me/privacy-policy>, and Copyright and Intellectual Property Policy <https://web.seesaw.me/dmca>.

“Fees” means the amounts invoiced to Customer by Seesaw for the Services (if applicable) as described in this Agreement.

“Free Services” means Services that Seesaw makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“Intellectual Property Rights” means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Non-Seesaw Application” means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Seesaw, including any addenda and supplements thereto.

“Purchased Services” means Services that Customer purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“Seesaw” means Seesaw Learning, Inc.

“Services” means the products, services, content, and functionality that are provided by Seesaw or Seesaw’s Affiliates to Customer as described in the Order Form and as described here: <https://web.seesaw.me>.

“Services Term” means the term stated in the Order Form during which the Services will be provided to Customer.

“Student Data” means personally identifiable information, metadata, and content directly attributable to a student user. Student Data is a category of Customer Data.

“Suspend” means the immediate disabling of all or a portion of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

“Taxes” means any duties, customs fees, or taxes (other than Seesaw’s income tax) associated with the sale of the Services, including any related penalties or interest.

“Third-Party Request” means a request to Customer from a third party for records relating to an End User’s use of the Services. Third-Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.