



Schoology End User License Agreement

This Schoology End User License Agreement (this "Agreement"), effective as of 4/3/2019 (the "Effective Date"), is by and between Vista Higher Learning, Inc., a Massachusetts corporation ("Service Provider"), and Alturas International Academy ("Buyer"). Service Provider and Buyer may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, Buyer desires to use a hosted instance of the Schoology Learning Management System found at <https://www.schoology.com/> ("Services"), and Service Provider, working in partnership with Schoology, desires to provide Buyer with the Services, subject to the terms and conditions of this Agreement.

WHEREAS, Parties agree that use of the Services is subject to the Schoology End User License Agreement Terms of Service ("TOS") as provide herein and as may be updated by Schoology from time to time without prior notice to Parties.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. BUYER CONDUCT

Buyer and its licensed end users agree not to use the Services to:

- (a) send, post, email, transmit or otherwise make available (collectively "send") any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) send any Content that Buyer does not have a right to make available under any law or under contractual or fiduciary relationships (such as, without limitation, inside information, proprietary and confidential information);
- (c) send any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- (d) send any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation, or otherwise violate the Schoology abuse policy;
- (e) send any material that contains software viruses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(f) interfere with or disrupt the Services or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

(g) intentionally or unintentionally violate any applicable local, provincial, state, national or international law, including, but not limited to, rules, orders and regulations having the force of law;

(h) violate applicable laws regarding transmission of technical data exported from the country in which Buyer resides;

Buyer agrees that Service Provider (or its suppliers) may preserve and disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Service Provider, its users and the public.

2. INDEMNITY

Buyer agrees to indemnify and hold Service Provider, and its suppliers, and Service Provider's and its suppliers' affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content Buyer submits, posts, transmits or makes available through the Services, Buyer's use of the Service, Buyer's connection to the Service, Buyer's violation of the TOS, or Buyer's violation of any rights of another.

3. TERMINATION AND SUSPENSION

Buyer agrees that Service Provider, in its sole discretion, may (or may instruct its suppliers to), suspend or terminate Buyer's password, account (or any part thereof) or use of the Services, remove and discard any Content within the Services, deactivate or delete Buyer's account and all related information and files in your account and/or bar any further access to such files or the Services, discontinue providing the Services, or any part thereof, with or without notice if Service Provider believes that you have violated or acted inconsistently with the letter or spirit of the TOS, and have not either cured the breach (if curable) or provided a satisfactory undertaking to Service Provider or the applicable authorities, within five (5) business days of receiving a notification of the breach or for maintenance purposes. Further, Buyer agrees that Service Provider shall not be liable to Buyer or any third party for any termination or suspension of Buyer's access to the Service

4. DEALINGS WITH THIRD PARTIES

Buyer's interaction with third parties, including (without limitation): participation in promotions of, advertisers found on or through the Services, payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Buyer and such third parties, and that Service Provider and its suppliers shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the presence of such third parties on the Services.

5. SERVICE PROVIDER'S PROPRIETARY RIGHTS

Buyer agrees that the Services and any necessary software used in connection with it ("**Software**") contain proprietary and confidential information protected by applicable intellectual property and other laws, including but not limited to copyright, and trade and service mark protections, and are owned by Service Provider or its suppliers. Buyer agrees not to) reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software or Services, copy, modify, rent, lease, loan, sell, distribute, or create derivative works of or based on, the Services or the Software, in whole or in part, or use modified versions of the Software, including (without limitation) to obtain unauthorized access to the Services. Buyer agrees not to access the Services by any means other than through the interfaces provided by or through Service Provider for use in accessing the Services.

6. DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND CONDITIONS

(a) BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF THE SERVICES IS AT BUYER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) SERVICE PROVIDER AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET BUYER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE SERVICE OR SOFTWARE WILL BE CORRECTED.

(c) ANY MATERIAL TRANSMITTED, RECEIVED, DOWNLOADED OR OTHERWISE OBTAINED OR SENT, THROUGH THE USE OF THE SERVICES IS DONE AT BUYER'S OWN DISCRETION AND RISK AND THAT BUYER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO BUYER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE OPENING, DOWNLOAD OR SENDING OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY BUYER FROM SERVICE PROVIDER OR ITS SUPPLIERS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

7. LIMITATION OF LIABILITY

BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT SERVICE PROVIDER AND ITS SUPPLIERS, SHALL NOT BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES (EVEN IF SERVICE PROVIDER OR ITS SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO A MAXIMUM OF THE FEES YOU HAVE ALREADY PAID TO SERVICE PROVIDER FOR THE MONTH IN WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED.

8. EXCLUSIONS AND LIMITATIONS

Some jurisdictions bar limitation or exclusion of certain warranties, representations and conditions or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of this Agreement may not apply to Buyer.

9. NOTICE

Notices to Buyer may be made via email, fax, courier or regular mail. The Services may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to Buyer generally on the Services.

10. TRADEMARK INFORMATION

Without Service Provider's prior permission, Buyer agrees not to display or use in any manner, the Service Provider's or its suppliers' trademarks or service marks.

11. GENERAL INFORMATION

This TOS and Buyer's purchase orders, invoices, or other agreements or documentation provided by Service Provider and informing Buyer about the use of the Services constitute the entire agreement between Buyer and Service Provider regarding use of the Services, superseding any prior agreements between Buyer and Service Provider. Additional terms and conditions may apply when Buyer uses other services, content or software. The TOS and the relationship between Parties shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. Buyer agrees to submit to the personal and exclusive jurisdiction of the courts located within the Commonwealth of Massachusetts. The failure of Service Provider to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, Parties nevertheless agree that the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. The section titles in the TOS and schedules are for convenience only and have no legal or contractual effect. **SERVICE PROVIDER:**

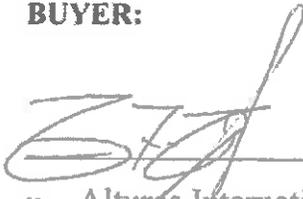
VISTA HIGHER LEARNING, INC.



By: Jen Aram

Name: Jen Aram CEO
Title:

BUYER:



By: Alturas International Academy

Name: Brian Bingham
Title: Principal

