

## Order Confirmation



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 Partner Amplified IT

Company Address 111 N. Market Street, Suite 400  
 San Jose, California 95113  
 United States  
 Order Number 00001497  
 Contact Name Lizett Aguilar  
 Phone (209) 574-5000 ext. 3000  
 Email laguilar@sylvan.k12.ca.us

## Subscription Summary

Term (years)	1	Subscription Start Date	7/1/2020
Requested Invoice Date	7/1/2020	Subscription End Date	6/30/2021

This order form is effective as of the Subscription Start Date for the purchase of the products and services listed below from Securly, Inc. ("Securly") via the Partner listed above.

Securly products and services are provided under the Securly Terms and Conditions of Service that are attached and the Securly Privacy Policy (the "**Terms and Conditions**"). By signing this Order Form, Customer hereby agrees to all the terms and conditions of Terms and Conditions. This Order Form and the Terms and Conditions constitute the entire agreement ("**Agreement**"), superseding any terms (including, but not limited to, any Customer's purchase order terms).

Please visit the following website below for information about technical specification, hardware requirements: <https://www.securly.com/terms>

## Products &amp; Services

Product	Quantity
1. MDM: 1-499 (Devices)	200.00
5. ChromeTools: 5000-9999 (Students)	7,500.00

## EXECUTED AND AGREED:

CUSTOMER:

Signature: \_\_\_\_\_

Full Name: Lizett Aguilar

Title: \_\_\_\_\_

District and School: Sylvan Union School District CA

Date: \_\_\_\_\_

SECURLY:

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECURLY INC.****Terms and Conditions of Service**

This agreement applies to the order form to which these Terms and Conditions of Service are attached (collectively, the "Agreement"). This Agreement is made by and between Securly, Inc. ("**Company**"), a Delaware corporation with offices at 111 North Market Street, 4th Floor, Suite 400, San Jose, CA 95113, and its customer listed on the order ("**Customer**"). The effective date of the Agreement is referred to herein as the "**Effective Date**."

**1. Services.** Company will provide to Customer the cloud-based software products and services identified in the purchase order (the "**Order**") that incorporates these terms and conditions (collectively, the "**Services**") and, each, a "**Service**"). If there is a conflict or ambiguity between any term of this Agreement and the Order, the terms of the Order shall control. The Services may include, without limitation, Company's cloud-based web filtering, online activity monitoring for cyberbullying, auditing software, mobile device management software, tablet, and other computer asset location tracking software, device control software for teacher classroom management, and any other software or services offered by Company, including all updates thereto and related documentation. Company shall provide all necessary user identifications and passwords for the Services for use by Customer's employees, agents, independent contractors, students and parents/guardians ("**Users**").

**2. Security.** Company represents and covenants that it maintains appropriate administrative, technical and physical security measures to protect Customer data and personal information, including User Data (as defined in [Section 4](#) below), to the extent reasonably necessary for the performance of the Services consistent with all applicable state and federal laws and regulations. In the event of a breach or suspected breach of any privacy or security measures described herein that has become known to Company, Company will immediately notify Customer thereof, and use its commercially reasonable efforts to remedy such breach.

**3. Support Services.** Company shall provide Customer with support services as specified in the Order (the "**Support Services**").

**4. Ownership.**

a) **Ownership of the Service; Intellectual Property.** Company shall retain all title to and ownership of and all proprietary rights with respect to the Services (including all software used to provide the Services and all portions thereof (including all derivatives or improvements thereof), whether or not incorporated into or used with other software as a service, software or hardware. Customer's use of the Services does not constitute a sale of any of such software or any portion thereof. Company's name, logo, and the product names associated with the Services are trademarks of Company or third parties, and no right or license is granted herein to use them.

b) **Ownership of User Data.** The Services may allow Customer to track and gather a range of data and information regarding its Users ("**User Data**"). Customer shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. Customer is also responsible for securing and backing up its User Data and Company shall only restore lost User Data to its last-backup point if the loss was due to a fault in Company's Services or Support Services. Customer hereby grants Company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Company to provide the Services, and for the limited purposes set forth in Company's Privacy Policy (described below).

c) **Ownership of Reports and Analyses.** Company may provide Customer with certain reports and analyses as part of the Services ("**Reports**"). Company shall retain all title to and ownership of and all proprietary rights with respect to such Reports. Company hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license, for the term of this Agreement, to use Reports strictly for Customer's own internal, legitimate, non-commercial, educational purposes.

d) **Mobile App and Parent/Guardian Usage.** Customer acknowledges that Users may need to download the Company's mobile application from the relevant major mobile device provider app stores (iTunes or Google Play) and that use of the Company's mobile application or website by parents/guardians is subject to Company's terms of service and privacy policy.

e) **Feedback.** If Customer provides any ideas, suggestions or recommendations to Company regarding Company's software, products, services or technology ("**Feedback**"), such Feedback is provided on a non-confidential basis to Company and Company is free to retain, disclose, use and incorporate such Feedback in Company's and/or its affiliates' products and services, without payment of royalties or other consideration to Customer. Customer understands and agrees that Company is not obligated to use, display, reproduce, or distribute any such Feedback, and that it has no right to compel such use, display, reproduction, or distribution. Nothing herein shall be interpreted as imposing an obligation on Customer to provide Feedback to Company.

**5. Privacy Policy.**

a) The parties agree that Customer is an educational institution, that Company is a service provider to Customer, and that Company's collection and use of the personally identifiable User Data of children under the age of 18 ("**Minor User Data**") is conducted on behalf of and with the authorization of Customer, in order to provide the Services requested by Customer. Customer has received and reviewed Company's [Privacy Policy](#), [Children's Privacy Policy](#) and Notice of Privacy Practices (together the "**Privacy Policy**"), which include a privacy policy and direct notice of privacy practices as required by the Children's Online Privacy Protection Act Rule, 16 C.F.R. 313 ("**COPPA**"). Customer expressly consents to the collection, use and disclosure of Minor User Data as set forth in the Privacy Policy as applicable to those Services requested by Company. For the purposes of COPPA, Company acknowledges that it is an educational institution, that it plans to use the Services in its capacity as an educational institution, and that it is authorized to consent to Company's collection, use and disclosure of Minor User Data by Company in order to provide the Services to Customer. Customer further acknowledges, and Company agrees to provide, Customer an opportunity to review the Minor User Data, and to request that such data be deleted and/or no longer collected or used (which may impact the availability of the Services). By executing this Agreement, Customer expressly acknowledges that it has received and reviewed the Privacy Policy, and grants its consent to Company's collection, use and disclosure of Minor User Data in accordance with the Privacy Policy, which may be updated from time to time, provided Customer will be notified of any material changes.

b) Notwithstanding Section 5(b), Customer expressly agrees that Company may de-identify or aggregate User Data and Minor User Data so that it no longer identifies an individual under the age of 18 ("**Aggregate Data**"), and may maintain and use such data for its own purposes as set forth in the Privacy Policy, provided it has implemented reasonable safeguards to prevent the re-identification of Aggregate Data.

**6. Customer Responsibilities, Warranties and Restrictions.**

a) Customer agrees that it shall not do any of the following: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (including any Client Software), or in any way attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services (including any Client Software); (ii) access or use the Services (including any Client Software) in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against Company; (iii) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services (including any Client Software); (iv) attempt to gain unauthorized access to the Services and to make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services (including any Client Software); or (v) exceed the permitted number of devices, active users or students, teachers, faculty and staff in a school or district, in each case as specified in an Order.

b) Customer shall not (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by Company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services (or any servers or networks that are connected to the Services).

c) Customer is responsible for all activity occurring under Customers' accounts for the Services by its authorized users. Customer shall notify Company within a commercially reasonable time of any unauthorized use of any user account or any unauthorized use of the Services. Customer may not access the Company Services in a manner intended to avoid incurring fees or provide incorrect information for an Order for purposes of reducing amounts payable to Company.

d) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms of this Agreement and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of this Agreement or applicable laws and regulations.

e) If Customer is a government entity, unit, agency, organization, entity or party (including a school or school district),

then Customer represents, warrants and covenants that: (i) Customer has taken all actions, complied with all requirements, obtained all prior consents and reviews, and otherwise satisfied all prerequisites that may be necessary or appropriate to enable Customer to enter into and perform this Agreement in accordance with its terms; (ii) there is no applicable law, regulation, rule, or other governmental requirement (A) which in any way restricts or limits the duty of Customer to fully perform and comply with all obligations of Customer as set forth in this Agreement, or (B) which impairs the rights of Company as set forth in this Agreement; and (iii) the software for the Services provided under this Agreement will be treated as "commercial computer software" and "commercial computer software documentation" under any applicable governmental laws, regulations or rules.

f) If any software or documentation is acquired by or on behalf of a unit or agency of the United States Government, Customer agrees that such software or documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with Company to the contrary, Customer's rights with respect to such software and documentation are, in the case of civilian agency use, Restricted Rights (as defined in FAR §52.227.19), and, if for DoD use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

**7. Confidential Information.**

a) "**Confidential Information**" means any and all non-public information provided or revealed by one party ("**Discloser**") to the other party ("**Recipient**") or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, documentation, financial, marketing and other business information, and all other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise would reasonably be expected to be kept confidential. Confidential Information shall also include: (i) the Discloser's planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; (ii) the Discloser's customer lists, sales, profits, organizational structure and restructuring, new business initiatives and finances; (iii) the Discloser's services and products, product designs, and how such products are administered and managed; and (iv) the Discloser's User Data. Recipient's obligations of confidentiality shall not apply to information that: (1) is or becomes public through no fault or breach by Recipient, (2) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, or (3) is independently developed by Recipient without use of or access or reference to Discloser's Confidential Information.

b) During the Term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, or with respect to any Confidential Information that constitutes a trade secret of the Discloser, for so long as such information constitutes a trade secret, Recipient shall hold Discloser's Confidential Information in confidence and will not disseminate or disclose the Confidential Information to any third party except its Personnel, as set forth herein. Recipient will protect Discloser's Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser's Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its employees, contractors and other personnel (individually and collectively, "**Personnel**") with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser's Confidential Information substantially in accordance with the terms of this Agreement. The Recipient shall be responsible for any breach of this [Section 7](#) by any Personnel. In addition, Recipient will implement and maintain appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the Confidential Information to be protected. Recipient may disclose Confidential Information to the limited extent required to be by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient notifies the Discloser in writing in advance of such disclosure and provides the Discloser with copies of any related information so that the Discloser may take appropriate action to protect its Confidential Information.

c) All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or at Discloser's option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser's written request, or upon the termination of this Agreement. Within ten (10) days following Discloser's written request, Recipient will provide Discloser with a written certification, as signed by an officer or executive level employee of Recipient, certifying compliance with this [Section 7](#).

d) Recipient acknowledges that the disclosure of Confidential Information in breach of the terms of this [Section 7](#) may cause Discloser irreparable injury and damages that may be difficult to ascertain. Therefore, Discloser, upon a disclosure or threatened disclosure of any Confidential Information by Recipient or any Personnel, will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an *ex parte* application by the Discloser to protect and recover its Confidential Information, and the Recipient will not object to the entry of an injunction or other equitable relief against the Discloser on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, the Recipient will advise the Discloser immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiver, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the Discloser, whether under this Agreement, at law, or in equity.

**8. Billing and Payment.**

a) The amount of the recurring fees associated with the use of the Services and the Support Services by Customer shall be as set forth in the Order (the "**Fees**"). Fees for Services may be charged based on the number of (i) devices or active users, (ii) the number of students in a school or district, or (iii) students, teachers, faculty and staff in a school or district, as specified in an Order. Additionally, there may be other basis for calculating the Fees, as specified in the Order. The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges ("**Taxes**"), and Customer will be responsible for payment of all such Taxes (other than taxes based on Company's income) and any penalties or charges that accrue with respect to the non-payment of any Taxes as well as government charges, and all reasonable expenses and attorneys' fees Company incurs collecting late amounts. All amounts payable under this Agreement will be payable in U.S. Dollars within thirty (30) days of receipt of invoice, unless specified otherwise in the Order or Customer is purchasing the Services and Support Services through an authorized reseller and the parties have agreed that Customer is to pay the authorized reseller directly. Payment of fees shall be made by the Customer prior to receiving the Services. The payment may be made by check or wire transfer. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all (i) claims relating to charges unless claimed within sixty (60) days after invoicing, and (ii) refunds under any situations aside from those contemplated in this Agreement. Notwithstanding any fees for services posted on Company's website or otherwise published by Company, the parties acknowledge and agree that the Fees may only be modified as set forth below in the "Modification; Waiver" section of this Agreement.

b) Company may assign to a third party (a "**Assignee**") all of its right, title and interest in all or any of the Fees at any time. Upon any such assignment, Company will give Customer written notice thereof (a "**Notice of Assignment**"). The Notice of Assignment shall provide the name and contact information for the Assignee and shall instruct Customer to make payment of the assigned Fees to the Assignee. Upon receipt of a Notice of Assignment, (i) Customer shall sign the acknowledgement provision in such Notice of Assignment and return it to Company as provided in such Notice of Assignment and (ii) Customer shall be obligated to make all payments of the assigned Fees to the Assignee, notwithstanding the Order's payment instructions for such Fees.

c) If Customer is purchasing the Services or Support Services (or both) through an authorized reseller, Customer shall pay the fees for the Services and Support Services, as applicable, on a timely basis directly to the authorized reseller. Without limiting Company's remedies under this Agreement, at law or in equity, Company reserves the right to suspend provision of the Services or Support Services (or both) and to terminate this Agreement should Customer fail to pay the authorized reseller on time, regardless of the reason.

**9. Term and Termination.**

a) This Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms, shall remain in effect for the initial period specified in the Order (or, if no period is specified in the Order, then for an initial period of twelve (12) months) (the "**Initial Term**"). This Agreement will thereafter continue for successive twelve (12) month periods (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then-current term. The Initial Term, together with all Renewal Terms, are collectively referred to as the "Term".

b) Either party may terminate this Agreement by giving written notice to the other party upon the occurrence of an

Event of Default by the other party. For purposes of this Agreement, “Event of Default” means a breach by a party of any of its representations, warranties, or obligations under this Agreement, if such breach remains uncured for a period of thirty (30) days following receipt of written notice from the other party.

c) Any and all provisions in this Agreement which would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, payment, taxes, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

**10. Company Warranties, Company Disclaimers, and Exclusive Remedies.**

a) Company warrants to Customer that it will provide the Services in all material respects as described in the applicable end user documentation, if any, and will provide such Services in a professional manner and in accordance with generally accepted industry practices. If the Services provided to Customer are not performed as warranted, Customer agrees that it must promptly provide a written notice to Company that describes the deficiency in the Services.

b) COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER’S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET CUSTOMER’S OR ITS USERS’ NEEDS, REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER’S CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT (A) THAT THE SERVICES WILL COMPLY WITH THE REQUIREMENTS OF THE CHILDREN’S INTERNET PROTECTION ACT, (B) THAT THE SERVICES WILL FUNCTION TO PREVENT MINORS FROM BEING EXPOSED TO INAPPROPRIATE, HARMFUL, UNSAFE, OR OBSCENE CONTENT ONLINE, (C) THAT THE SERVICES WILL PREVENT OR OTHERWISE DISCOURAGE CYBERBULLYING OR SELF-HARM BY STUDENTS, (D) THAT THE SERVICES WILL DETECT ALL CYBERBULLYING AND SELF-HARM BY STUDENTS, OR (E) ALL SOCIAL MEDIA SITES, STREAMING MEDIA, WEB-BASED EMAIL SERVICES, CLOUD STORAGE SITES, OTHER INTERNET SITES (INCLUDING PORN, GAMBLING AND OTHER INAPPROPRIATE SITES FOR MINORS), DIRECT MESSAGES AND ELECTRONIC DOCUMENTS AND FILES WILL BE BLOCKED OR MONITORED.

d) FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER’S EXCLUSIVE REMEDY AND COMPANY’S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER (AS DETERMINED SOLELY BY COMPANY IN ITS REASONABLE DISCRETION), THEN CUSTOMER MAY TERMINATE THE SERVICES AND COMPANY WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO COMPANY FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. IN SUCH AN EVENT, COMPANY SHALL ALSO EXERCISE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH REASONABLE OPPORTUNITY TO ACCESS THE SERVICES FOR THE PURPOSES OF SECURING AND BACKING UP CUSTOMER’S USER DATA.

e) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**11. Limitation of Liability.** BOTH PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF TIME OR LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF WILLFUL OR GROSSLY NEGLIGENT BREACHES OF SECTION 7, AND WITHOUT AFFECTING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10, IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY OF ANY TYPE UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS PARAGRAPH DOES NOT APPLY TO CUSTOMER’S VIOLATION OF COMPANY’S INTELLECTUAL PROPERTY RIGHTS.

**12. Indemnification.**

a) **Customer Obligations.** Customer shall defend Company against any claim, cause of action, suit or proceeding (each a “Claim”) made or brought against Company by a third party arising out of or attributable to Customer’s use of the Service (other than as expressly set forth in Section 12(b) below), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable assistance in connection with the defense (at Customer’s reasonable expense).

b) **Company Obligations.** Company shall defend Customer against any Claim made or brought against Customer by a third party alleging that Customer’s use of the Service infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Customer in connection with the Claim, on condition that Customer (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless the settlement unconditionally release Customer of all liability); and (c) provides reasonable assistance in connection with the defense (at Company’s reasonable expense). If a Claim is brought or threatened, or Company believes is likely to occur, Company may, at its option, (i) procure for Customer the right to use the Service, (ii) replace the Service with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. Company will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Service in combination with software, hardware or technology not provided by Company, if infringement would have been avoided in the absence of the combination, (b) modifications to the Service not made by Company, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the Service, if infringement would have been avoided by use of a current release, or (d) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement. This Section 12(b) states the Company’s sole liability to, and the Customer’s exclusive remedy against, the Company for any type of intellectual property infringement claim.

**13. Advertising and Public Announcements.** Neither party will use the other party’s name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party’s written approval. Notwithstanding the foregoing, Company may publish Customer’s name as part of a publicly-available list of Company’s customers.

**14. Relationship of the Parties.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer- employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties.

**15. Force Majeure.** Except payment obligations, any delay in or failure of performance by a party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, provided that the party affected by such event will immediately notify the other party and begin or resume performance as soon as practicable after the event has abated. If the act or condition beyond a party’s reasonable control that prevents such party from performing any of its

obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement immediately upon written notice to the non-performing party. Without limitation, act or condition beyond Company’s reasonable control include all acts and omissions of Company’s service providers. In the event of such termination by Customer, Company shall refund to Customer such fees for the terminated services that Customer pre-paid to Company for the period following the effective date of termination, and shall also exercise commercially reasonable efforts to provide Customer with reasonable opportunity to access the Services for the purpose of retrieving User Data. In all other instances of delay or failures on the part of Company under this Section 15 (i.e. wherein Customer does not or otherwise cannot terminate this Agreement pursuant to this Section 15), Customer shall not be entitled to any service credit or refund.

**16. Binding Effect; Assignment; Third Parties.** The terms of this Agreement shall be binding on the parties and all successors and permitted assigns of the foregoing. Customer may not assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Company’s prior written consent. Company may freely assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Customer’s consent, and nothing shall prohibit Company from hiring qualified subcontractors to perform any of the Services or Support Services, as provided herein. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement is intended for the sole and exclusive benefit of the parties, is not intended to benefit any third party, and only the parties may enforce this Agreement.

**17. Modification; Waiver.** All modifications to or waivers of any terms of this Agreement (including any exhibit) must be in a writing that is signed by the parties hereto and expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**18. Governing Law.** This Agreement and all actions arising out of or in connection with this Agreement shall be construed under and governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

**19. Severability.** In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, such invalid, illegal, or unenforceable provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof.

**20. Notices.** All notices, consents and approvals under this Agreement must be delivered in writing by personal delivery, courier, express mail service, or by certified or registered mail, (postage prepaid and return receipt requested) or by e-mail, with reasonable confirmation of receipt, to the other party at the address set forth on at the beginning of this Agreement (in the case of Company) or the Order (in the case of Customer), or such other address as a party may designate from time to time by written notice to the other party. Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid and return receipt requested. Notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

**21. Interpretation.** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The section headings and captions in this Agreement are for convenience of reference only and have no legal effect.

**22. Entire Agreement.** This Agreement and the Privacy Policy constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written representations, agreements or communications, including, without limitation, any quotations or proposals submitted by Company that are not shown in the Order or any policies or terms for the Services posted on [www.securly.com](http://www.securly.com) other than the Privacy Policy.



SECURLY INC.  
Privacy Policy

Effective Date: May 2018

Securly, Inc. (“we” or “us”) recognizes the importance of privacy. This Privacy Policy describes how we collect, store, use and disclose information that we obtain about visitors to our website [www.securly.com](http://www.securly.com) (the “Site”) and users of our software and related services including the Securly Parent Portal, Plug n’ Play Hub, and mobile applications (together, the “Services”) and how we use and disclose that information depending on the service or services you subscribe to. For the purposes of this Privacy Policy, “you” and “your” refers only to you as the visitor to our Site or user of our Services.

By using our Services, you agree that your personal information and aggregate or other non-personally identifying information as applicable, will be handled as described in this Policy. Any personal information we collect about a “student” or “students” including a “child” or “children under 13 years old will be treated in accordance with the Securly COPPA Policy and our [Terms of Use](#).

Use of the Services by you, and any dispute over privacy, is subject to this Policy, the COPPA Policy, and our Terms of Service including its applicable limitations on damages and resolution of disputes. The Terms of Service are incorporated by reference into this Privacy Policy.

Except as set forth in this Privacy Policy, your personal information will not be used for any other purpose without your consent. We do not collect personal information through the Services for the purpose of selling such information. You may withdraw your consent to our processing of your personal information at any time. However, withdrawing consent may result in your inability to continue using some or all of the Services.

Information We Collect About You

Information we collect may be directly from you, from third parties such as your child’s school, and automatically through your use of the Services. Such information may include, but is not limited to your name and your email address.

Information We Collect Directly From You.

Such information may include, but is not limited to, a wide range of data and information that you may use to identify your child, your name and email address, and your user name and password that you use to register or log into our Services.

Information We Collect Automatically.

We may automatically collect information about your use of the Services through cookies, web beacons, and other technologies.

How We Use Your Information

- To provide, maintain, and improve our Services; to develop new features, products, or services; to perform technical operations, such as updating software; and for other customer service purposes.
- To tailor the content and information that we may send or display to you, and to otherwise personalize your experiences while using Services.
- To communicate with you about your account and use of our Services; to send you product or service, updates; to respond to your inquiries; to provide you with news, special offers, promotions, and other information we think may interest you; and for other informational, marketing, or promotional purposes. Our communications with you may include communications via email. Please see our section regarding Your Choices for more information about how to change your communications preferences. We do not use personal information to market to students or children.
- To analyze how you interact with our Services; to monitor and analyze usage and activity trends; and for other research, analytical, and statistical purposes.

How We Share Your Information

The personal information we collect via the Services provided to schools is owned by schools, and will be disclosed to the relevant schools. We use such personal information to provide the Services to the schools and operate our business. We also may share information, including personal information, as follows:

- *Service Providers.* We may disclose the information we collect from you to third party vendors, service providers, contractors or agents who perform functions on our behalf including helping us provide you with the Services. These third parties will be subject to contractual restrictions prohibiting them from using the information about our users for any other purpose. Such agents or third parties do not have any rights to use personal information beyond what is absolutely necessary to assist us.
- *Business Transfers.* We may disclose information to another entity in connection with, including during negotiations of, an acquisition or merger, sale or transfer of our assets, a bankruptcy proceeding or as part of any other similar business transfer.
- *In Response to Legal Process.* We also may disclose the information we collect from you in order to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena. To Protect Us and Others. We also may disclose the information we collect from you where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Service or this Policy, or as evidence in litigation in which we are involved.
- *Aggregate and De-Identified Information.* We may share aggregate or de-identified information about users with third parties for marketing, advertising, research or similar purposes.

Use of Cookies and Other Tracking Mechanisms

We and our third party service providers may use cookies, log files, Web beacons and other tracking mechanisms to track information about your use of our Services. We and our third party service providers use cookies and other tracking mechanisms to track information about your use of our Services. We may combine this information with other personal information we collect from you (and our third party service providers may do so on our behalf).

Currently, our systems do not recognize browser “do-not-track” requests. You may, however, disable certain tracking as discussed in this section (e.g., by disabling cookies); you also may opt-out of targeted advertising by following the instructions in the Third Party Ad Network section.

*Cookies.* Cookies are alphanumeric identifiers that we transfer to your computer’s hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our Site and Services, while others are used to enable a faster login process or to allow us to track your activities at our Site and Service. There are two types of cookies: session and persistent cookies.

*Disabling Cookies.* Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Site who disable cookies will be able to browse certain areas of the Site, but some features may not function.

*Clear GIFs, pixel tags and other technologies.* Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer’s hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our Services to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about Site

usage. We and our third party service providers may also use clear GIFs in HTML e-mails to you, to help us track e-mail response rates, identify when our e-mails are viewed, and track whether our e-mails are forwarded.

*Third Party Analytics.* We use automated devices and applications, such as Google Analytics, to evaluate usage of our Site and our Services. We also may use other analytic means to evaluate our Services. We use these tools to help us improve our Services, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services.

*Geolocation Information.* We may use geolocation information for the purpose of administering our Services to you. We may also use geolocation information in a de-identified, anonymous manner to monitor and analyze use of the Services, for the Services’ technical administration, and to increase the Services functionality.

Online Behavioral Advertising

We may work with third parties such as network advertisers to assist us in displaying advertisements on third-party websites, and to evaluate the success of our advertising campaigns. We may use information about your visit to our Site for these purposes; however, we do not use personal information collected from the Services for these purposes. You may opt-out of many third-party ad networks, including those operated by members of the Network Advertising Initiative (“NAI”) and the Digital Advertising Alliance (“DAA”). For more information regarding this practice by NAI members and DAA members, and your choices regarding having this information used by these companies, including how to opt out of ad networks operated by NAI and DAA members, please visit their respective websites: [www.networkadvertising.org/opt\\_](http://www.networkadvertising.org/opt_) (NAI) and [www.aboutads.info/choices](http://www.aboutads.info/choices) (DAA).

Opting out of one or more NAI member or DAA member networks only means that those members no longer will deliver targeted content or ads to you. It does not mean you will no longer receive any targeted content or ads on our Services or other services. You may continue to receive advertisements, for example, based on the particular website that you are viewing (i.e., contextual advertising). Also, if your browsers are configured to reject cookies when you visit an opt-out page, or you subsequently erase your cookies, use a different computer or change web browsers, your NAI or DAA opt out may no longer be effective.

Security of Your Personal Information

The security of your personal information is important to us. We have implemented a security program to protect the information we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Our security measures are designed to protect personal information, to limit the dissemination of personal information to only designated staff or third party vendors as is reasonably necessary to the provision of Services.

Please note that you are also responsible for helping to protect the security of your personal information. For instance, never give out your personal credentials when you are using the Services, so that other people will not have access to your personal information. Furthermore, you are responsible for maintaining the security of any personal computing device on which you utilize the Services. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

Your Choices

*Correcting or Deleting Personal Information.* You may modify personal information that you have submitted by logging into your account and updating your profile information including your user name and password. Please note that we may retain certain information about you as required by law or as permitted by law for legitimate business purposes (e.g., in accordance with our record retention policies or to enforce our Terms of Service).

*Opting out of Email Communications.* We may send periodic promotional or informational emails to school and parent users. You may opt-out of such communications by following the opt-out instructions contained in the e-mail. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you e-mails about your account or any Services you have requested or received from us.

Children Under 13

Our COPPA Policy describes our processes with respect to the personal information collected from children and students under 13 via the Services.

Retention

We will keep personal information only for as long as it remains necessary for the identified purpose or as required by law. We may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable data, account recovery, or if required by law. Please note that if you request that personal information be removed from our databases, it may not be possible to completely delete all information due to technological and legal constraints. All retained personal information will remain subject to the terms of this Privacy Policy.

Contact Us

If you have any questions, comments, concerns or suggestions about the privacy aspects of our Services or would like to make a complaint, please contact:

Vinay Mahadik  
Privacy Director  
Securly, Inc.  
111 N. Market Street, 4th floor, Suite 400  
San Jose, California 95113  
United States

[support@securly.com](mailto:support@securly.com)  
1 (855) 732-8759 (ext. 101)

Changes to this Policy

This Policy is current as of the Effective Date set forth above. We may change this Policy from time to time, so please be sure to check back periodically. We will post any changes to this Policy on our [Site](#). If we make any changes to this Policy that materially affect our practices with regard to the personal information we have previously collected from you, we will endeavor to provide you with notice in advance of such change by highlighting the change on our Site or make other appropriate notice.