## TERMS OF SERVICE

This document sets forth the Terms of Service of AlwaysEducation, LLC. AlwaysEducation's Privacy Policy and Security Policy are incorporated into and are a part of these Terms of Service. AlwaysEducation's Privacy Policy can be accessed <a href="here">here</a>, and its Security Policy can be accessed here.

These Terms of Service, along with the Privacy Policy and Security Policy, should be read carefully. They constitute an Agreement between AlwaysEducation and You once You indicate your acceptance of the Terms of Service by clicking the "I accept" button below. If You are reviewing these Terms of Service on behalf of an entity, by clicking "I accept" below, You represent that You have authority to enter into this Agreement on behalf of that entity and are entering into this Agreement on behalf of that entity. You or the entity on whose behalf You enter into this Agreement may sometimes be referred to in this Agreement as "You" or "User."

This Agreement governs your use of AlwaysEducation's Learning Tools Interoperability (LTI) plug-ins for Canvas ("Service"), which includes AlwaysEducation's software, hosted data storage, sharing and processing of files, materials, data, text, audio, music, designs, graphics, video, pictures, images, GPS information, and all other data and information provided or made available to You by AlwaysEducation (collectively "Content").

AlwaysEducation reserves the right to revise this Agreement from time to time. Any changes will be effective upon posting the revised version of these Terms of Service on the AlwaysEducation website at www.alwayseducation.com or at the location hosting the LTI Service (the "Site"). We encourage You to check the date of these Terms of Service whenever You visit the Site to see if they have been updated. Your continued access to and use of the Service and Content constitutes your acceptance of such changes. If You do not agree to any of the changes, AlwaysEducation is not obligated to keep providing the Service, and You must cancel and stop using the Service.

The Service and Content may only be used by persons who are 13 years of age and older. A student younger than 13 years of age can be granted access to the Service only if his or her access is managed by a parent or other adult custodian. By using the Service, You are telling AlwaysEducation that You meet the above age requirements, that You agree to abide by all of the terms and conditions of this Agreement, and that your use of the Service does not violate any applicable law or regulation. You may use the Service, on a non-exclusive basis, solely in strict compliance with these Terms of Use and all applicable laws.

You shall not use the Service to upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; to harm minors in any way; to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity; to forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Service; to upload, post, email, transmit or otherwise make

available any User Content that You do not have a right to make available under any law or under contractual or fiduciary relationships; to upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; to upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose; to upload, post, email, transmit or otherwise make available any material that contains software viruses 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; to disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; to intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; to "stalk" or otherwise harass another; and/or to collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs above. You may not post User Content on the Site that You did not create or that You do not have permission to post, and You shall be solely responsible for obtaining such permission.

You agree not to share passwords or other access information or devices or otherwise authorize any third party to access or use the Service or Content. Your account is your own, giving others access to your account is not authorized.

You understand and agree that AlwaysEducation may, but is not obligated to, review the Content and may hide or remove User Content, with or without notice, that in the sole judgment of AlwaysEducation violates this Agreement, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content You post or store on the Site or provide to the AlwaysEducation. You are solely responsible for the photos, profiles, messages, notes, text, information, music, video, announcements, and other content that You upload, publish or display or "post" using the Service. If AlwaysEducation, in its sole discretion, determines that You violated this Agreement by posting any prohibited matter, or that You otherwise violated any terms of this Agreement, your account may be terminated by AlwaysEducation.

AlwaysEducation reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service and Content at any time. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

If You feel your copyrighted material appears on the Site without proper authorization, please contact support@alwayseducation.com.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information (Submissions") about the Site or the Service provided by You to AlwaysEducation are non-confidential and shall become the sole property of AlwaysEducation. AlwaysEducation shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You.

The Site Content and Service are the proprietary property of AlwaysEducation, its users, or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without AlwaysEducation's prior written permission. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of AlwaysEducation, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time without notice and with or without cause.

User Content is Content legally owned by You that You have posted, uploaded, linked, etc. on the Site. Provided that You are eligible for use of the Site, You are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which You have properly gained access solely for your personal, non-commercial use, provided that You keep all copyright or other proprietary notices intact. Except for your own User Content, You may not upload or republish Site Content on any Internet, Intranet, or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited.

AlwaysEducation graphics, logos, designs, page headers, icons, scripts and service names are registered trademarks, trademarks, or trade dress of AlwaysEducation or its licensors in the U.S. and/or other countries. AlwaysEducation's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the AlwaysEducation.

The Site and Service contain (or You may be sent through the Site or the Service) user-generated links to other websites ("Third-Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or

items belonging to or originating from third parties (the "Third-Party Applications, Software or Content"). Such Third-Party Sites and Third-Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Sites accessed through the Site or any Third-Party Applications, Software or Content posted on, available through or installed from the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third-Party Sites or the Third-Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Site or any Third-Party Applications, Software or Content does not imply approval or endorsement thereof by us. Users on the Site may post Third-Party Sites as they are not distributed or posted by the Site. If You decide to leave the Site and access the Third-Party Sites or to use or install any Third-Party Applications, Software or Content, You do so at your own risk, and You should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which You navigate from the Site or relating to any applications You use or install from the site.

AlwaysEducation is not responsible for any user content or third-party links or content posted on the Site or in connection with the Service. Although we provide rules for user conduct and postings, we do not control what users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content You may encounter on the Site or in connection with any user content or third party links. AlwaysEducation is not responsible for the conduct, whether online or offline, of any user of the Site or Service. AlwaysEducation does its best to monitor said posts and content daily and removes and notifies users as it violates this Agreement if such content is posted.

The Site and the Service may be temporarily unavailable from time to time for maintenance. At these times, AlwaysEducation will notify and warn users of the times the site will undergo maintenance. AlwaysEducation assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Always Education is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Always Education be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third-Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between users of the Site, whether online or offline.

The fees applicable for the access to the Site and the Service ("Fees") are available on the Site and/or AlwaysEducation's then-current published price list, or may be provided as a quoted

service via email. The price stated for access to the Site and the Service excludes all taxes and charges, unless stated otherwise. You are responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements). In addition to any Fees, You may still incur charges incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges.

If You are an administrator for an account and You are confirming payment for the Site or the Service: You must be authorized to use the payment method You enter when You create a billing account. You authorize us to charge You for the Service using your payment method and for any paid feature of the Service You choose to sign up for or use while these Terms of Use are in force, including aggregating subscriptions for all Users within an account. Once we have informed You that the Service will be provided indefinitely or automatically renewed, we may automatically renew your Service and charge You for any renewal term.

You must keep all information in your billing account current. You can access and modify your billing account information by https://accounts.alwayseducation.com. You may change your payment method at any time. If You tell us to stop using your payment method, and we no longer receive payment from You for the paid Service, we may cancel that Service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.

AlwaysEducation will notify You in advance, either through the Service or to the email address You have most recently provided to us, if we change the price of the Service. If there is a specific length and price for your Service offer, that price will remain in force for that time. If You do not agree with the price changes, You must cancel and stop using the Service by https://accounts.alwayseducation.com no later than fourteen (14) days prior to the conclusion of your current payment term, whether monthly, yearly, or otherwise. If You cancel, your Service ends at the end of your current Service period or, if we bill your account on a period basis, at the end of the period in which You canceled. If You fail to cancel as required, we will automatically renew the Service for the same term and will charge your payment information on file with us commencing on the first day of the renewal term.

ALWAYSEDUCATION PROVIDES THE SERVICE, THE SITE, AND THE CONTENT "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALWAYSEDUCATION MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING

## EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

AlwaysEducation cannot guarantee and does not promise any specific results from use of the Site and/or the Service and/or any Content. AlwaysEducation does not represent or warrant that software, Site, Content, or materials on the Site, or the Service are accurate, complete, reliable, current or error-free or that the Site, Content, Service or servers are free of viruses or other harmful components. Therefore, You should exercise caution in the use and downloading of any such software, Content, Services, or materials and use industry-recognized software to detect and disinfect viruses. Without limiting the foregoing, You understand and agree that You download or otherwise obtain Content, material, data, or software (including any mobile client) from or through the service at your own discretion and risk and that You will be solely responsible for your use thereof and any damages to your mobile device or computer system, loss of data or other harm of any kind that may result.

IN NO EVENT WILL ALWAYSEDUCATION OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CLIENT OR ANY THIRD PERSON FOR USER CONTENT OR CONTENT POSTED OR ANOTHER USER, OR ANY CLAIM RELATED THERETO. IN NO EVENT WILL ALWAYSEDUCATION OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF ALWAYSEDUCATION IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ALWAYSEDUCATION'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ALWAYSEDUCATION FOR THE SERVICE DURING THE TIME YOU HAVE HAD AN ACCOUNT, AND IN NO CASE WILL THE ALWAYSEDUCATION'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO ALWAYSEDUCATION FOR THE SERVICE, YOUR REMEDIES SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND YOU SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM ALWAYSEDUCATION, REGARDLESS OF THE CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

You shall indemnify and hold AlwaysEducation, its subsidiaries, and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third-Party Applications, Software or Content You post or share on or through the Site, your use of the Service or the Site, your

conduct in connection with the Service or the Site or with other users of the Service or the Site, or any violation of this Agreement or of any law or the rights of any third party.

These Terms of Use apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms of Use as written, You and AlwaysEducation will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of the Terms of Use will remain in effect. This is the entire contract between You and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Site, Content, or Service. The failure of AlwaysEducation to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

By visiting or using the Site and/or the Service, You agree that the laws of the State of Ohio, without regard to principles of conflict of laws, will govern these Terms of Use, and any dispute of any sort that might arise between You and AlwaysEducation or any of our affiliates. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts situated in Hamilton County, Ohio, and You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts situated in Hamilton County, Ohio.

AlwaysEducation may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Site or Service.

NO CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER CLAIM, INCLUDING ANY CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ACTION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action, or proceeding by You related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than one (1) year after the cause of action arose. Any claim not filed within that time is permanently barred.