

Invoice Terms And Conditions

This invoice terms and conditions document ("ITC") is made between **SLP Toolkit, LLC** ("Company") and **The school district or other organization purchasing SLP Toolkit or Kit software** ("Organization"). This ITC supplements the primary agreement ("Agreement") between the Company and Organization (collectively, the "Parties").

The following terms and conditions, together with any other Agreements, govern access to and use of app.slptoolkit.com, app.kitforteams.com, including any content, functionality, services, and related mobile applications offered on or through www.slptoolkit.com or www.kitforteams.com (collectively, our "Site" and "Services").

The Parties agree that this ITC will remain in effect without change for a one-year period, or for the term agreed upon and as stated on the invoice, purchase order, or other documentation.

Organizational Accounts

Services provided by Company are strictly available through organizational accounts and must be accessed using email addresses issued by the Organization. Users must not use personal email addresses to access these services.

The Organization must designate one or more plan managers ("Plan Managers") who are responsible for sending invitations to users so they may log in and use the Site and Services. Plan Managers have access to a user manager interface which allows them to send invitations, modify user details, revoke access, or delete users entirely. Plan Managers also have access to various reports containing student data, so they must be authorized to do so.

Company does not support the direct use of the software by students, nor does it allow for student-generated content. Access to the software is restricted to users authorized and controlled by the Organization, and no content transfer to or creation of student accounts will be permitted.

Scope of Services

The Services provided by Company include access to online software designed to support faculty and staff in managing caseloads, scheduling sessions, conducting student assessments, monitoring progress, and collecting related data throughout the duration of students' Individualized Education Programs (IEPs).

As part of these services, Company will send users emails in the following categories to facilitate their experience and maximize the value of the software. Users may opt out of receiving these emails at any time.

- Onboarding Emails: Emails such as “getting started” and other resources to help users effectively utilize the software.
- Engagement Emails: Emails intended to encourage continued use, maximizing the value of purchased licenses.
- Professional Development Emails: Emails promoting opportunities for Continuing Education Units (CEUs) and online conferences designed to enhance users' skills as Speech-Language Pathologists (SLPs).

Reporting Emails: Emails summarizing user activity related to the district account, which may be sent automatically or upon request to District administrators for management purposes.

Accessing the Site, Registration, Accounts, and Passwords

Company may amend the Site and Services at any time and in its sole discretion. Notice will be given to the Organization and its users for planned outages, but the Organization understands that notice is not always possible. Company will not be liable if for any reason all or any part of the Site and/or Services is unavailable at any time or for any period.

Plan Manager and user accounts and the data associated with accounts is accessible with login credentials. It is the responsibility of each person to ensure the confidentiality and security of these credentials. The Organization understands and agrees to enforce the use of sufficiently complex passwords so they are not easily guessed, to not disclose user names or passwords to any unauthorized person or entity. The Organization understands and agrees to enforce log out at the end of each session if using a public or shared computer. Company will not be liable for any loss or damage arising from the failure to comply with the terms of this Agreement. The Organization agrees to notify Company immediately of any unauthorized access or any other breach of security.

User Activity

Company will monitor and analyze user activity data to provide and improve our Services by tracking user interactions with our applications. For example, metrics such as login or signup frequency, navigation paths, feature usage, and session totals/durations are used to understand how customers engage with the platform. This data helps identify popular features, unused features, or areas where users face challenges, enabling refinement of existing functionality or development of new solutions.

Company uses error logs and crash reports to detect and resolve technical issues, to improve user experience, and to help users more effectively when they need support.

Company also personalizes services based on role or typical activity. For instance, user behavior is tracked and analyzed to deliver recommendations and adjust onboarding flows, and to provide context-sensitive guidance.

All of this data collection and use is a necessary part of the services, and all of it is for the Organizations' benefit.

Company does not collect user data to advertise, or sell/send user data to any 3rd party for use in any way not covered above.

Use Restrictions and Intellectual Property

The Site and its entire contents, features, and functionality including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof ("Company Content") is owned by the Company, its licensors, or other providers of such material (collectively, and individually, "Company Content Providers") and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Organization agrees not to modify, copy, distribute, transmit, share, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any Company Content obtained from or through Company.

Organization and its users understand and agree not to upload, post, or otherwise make available on the Site or via the Services, any material protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right. The Company and its officers, directors, employees, and agents are not liable for any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from such a submission of material by the Organization or its users.

Disclaimer of warranties

The information presented on or through the Site is made available solely for general information purposes. Company does not warrant the accuracy, completeness, or usefulness of this information. Any reliance placed on such information is strictly at the Organization's own risk. All information is provided by company on an "as is" basis only. Company provides no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability and noninfringement, unless such representations and warranties are not legally excludable.

Company makes no representation that materials on the Site and in the Services are appropriate or available for use in locations outside of the United States, and access to them from territories where their contents are illegal is prohibited.

Reimbursement For Security Breach

Reimbursement for expenses associated with a security breach where the Company is at fault will be coordinated through the Company's cyber liability insurance policy. The insurance policy is intended to cover all costs incurred by the Organization resulting from a security breach, subject to the terms and conditions of the insurance policy. Any expenses directly related to a security breach where the Company is at fault and which are not covered by the insurance policy will be the responsibility of the Company.

Limitation of Liability

Organization expressly understands and agrees that the company shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, revenues, goodwill, use, data, or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the site; (ii) the cost of procurement of substitute goods and service resulting from any goods, data, information, or service purchased or obtained or transactions entered into through or from the site; (iii) unauthorized access to or alteration of transmissions or data; (iv) statements or conduct of any third party on the site; or (v) any other matter relating to the services. Organization also agrees that Company will not be liable for any interruption of business, access delays, or access interruptions to the site or services, data non-delivery, mis-delivery, corruption, destruction, or other modification, and events beyond the company's reasonable control.

Data Transmission & Storage

All data provided to Company will be handled in accordance with Company's Privacy Policies (found at <https://www.slptoolkit.com/privacy>) and any other Agreements signed by both Parties concerning data privacy. The Organization and its users are prohibited from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Prohibited Uses

Organization may use the Site and Services only for lawful purposes and in accordance with these ITC. Organization agrees not to use the Site:

1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
4. To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
5. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.

Additionally, Organization agrees not to:

1. Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
2. Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
3. Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without prior written consent.
4. Use any device, software, or routine that interferes with the proper working of the Site.
5. Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
7. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
8. Otherwise attempt to interfere with the proper working of the Site.

Purchasing & Payment

The Organization must send details of the order via email or through an order form (the "Purchase Order") to the Company. The Organization's Purchase Order must contain the name, phone number, and email address of the accounts payable contact, to whom Company will send the invoice via email. Upon receipt of the Purchase Order, Company will have a reasonable amount of time, but no less than two business days, to process the Purchase Order. Invoices are due within 30 days, and late payment could result in temporary or permanent account suspension at the discretion of the Company.

Organization Account Termination

Company may suspend or terminate the use of and access to the Services for the following reasons: (i) unauthorized access or use of the Services, (ii) violation of this Agreement, or (iii) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Services. The Organization may terminate its account for any reason by logging into the user manager and disconnecting or deleting all users. If assistance is needed, email the account manager at help@slptoolkit.com for support.

The Company will not be required to issue refunds or credits for partial months of service, upgrade/downgrade, or for months unused. The Company may, however, choose to issue refunds at its sole discretion. All payment obligations of the Organization will survive termination of the account.

Governing Law and Dispute Resolution

This Agreement and performance hereunder shall be exclusively governed by, and construed in accordance with, the laws of the state of Arizona (without giving effect to its conflict of laws principles). The Parties agree to submit any claim, dispute, or disagreement to non-binding mediation before a mutually-agreeable mediator prior to any other form of dispute resolution. All mediation or any other form of dispute resolution shall exclusively take place in Maricopa County, Arizona and the Parties irrevocably waive any objection to such venue.

Waiver and Severability

No waiver by Company of any term or condition set out in this ITC shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under this ITC shall not constitute a waiver of such right or provision.

If any provision of this ITC is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the ITC will continue in full force and effect.

Notices

Except as explicitly stated otherwise, any legal notices shall be given by postal mail to SLP Toolkit, LLC Attn: Lisa Kathman, 124 West 1st Street, Mesa, AZ 85201 (in the case of the Company) or to the physical address on record with the Company. Notice shall be deemed given five (5) days after the letter is sent.

ITC Termination

The Organization or the Company may terminate this ITC at any time by notice in writing, along with any and all other Agreements in place between the Parties.

Data Redaction & Removal

Upon termination of the Services, Company will schedule the redaction of all student data within 30 days. All user data will be removed from the system and will no longer be available to access unless permission is specifically granted to the user by the Organization to retain data for use with a personal account.

Data can also be deleted at any time by a user manually with the application interface.

Acceptance and Acknowledgment

By signing below, Company acknowledges and agrees to the terms outlined in this ITC. The Organization acknowledges and agrees to the terms and conditions outlined in this ITC with the payment of the invoice.

SLP Toolkit

Signature: Paul R. Keck
Name: Paul R Keck
Date: 05/27/2025