

## SLP TOOLKIT, LLC STANDARD TERMS AND CONDITIONS

These terms and conditions ("Standard Terms"), together with the terms and conditions set forth on the invoice (the "Invoice"), constitute the entire agreement ("Agreement") between the customer identified on the front of the Invoice ("Customer") and SLP Toolkit, LLC, an Arizona limited liability company, ("Company") regarding the purchase of the Services specified in the Invoice. The term "parties" refers to both Customer and Company, and the term "party" refers, individually, to each of Customer and Company.

### 1. SERVICES AND ORDERS.

(a) **Services.** Company will provide the Services to Customer as described on the Invoice, included with these Standard Terms. Customer's acceptance and use of the Services is subject to the terms and conditions contained in this Agreement and the terms and conditions contained in Company's Privacy Policy and Terms of Use, which are incorporated by reference in this Agreement. Any purported acceptance or order by Customer stating different or additional terms from those stated in this Agreement are not binding nor effective unless expressly agreed to in writing and duly signed by Company.

(b) **Purchase Order.** Customer must send details of the order via email or an order form (the "Purchase Order") to the attention of SLP Toolkit – Billing Department, via email at [sales@slptoolkit.com](mailto:sales@slptoolkit.com). Customer's Purchase Order must contain the name, phone number, and email address of Customer's accounts payable contact, to whom Company will send the invoice via email.

(c) **Processing.** 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 and will then send the Invoice, via email, to Customer's accounts payable contact.

### 2. PRICING, INVOICES, AND PAYMENT.

(a) **Pricing.** All prices for the Services are as set forth on the Invoice. Company may change its fees at any time. In the event that Company changes its fees, it will either post a new fee structure to its website, [www.slptoolkit.com](http://www.slptoolkit.com), or send Customer a notification of the changes by the email that Customer provided on the Purchase Order.

(b) **Free Trial.** Prior to sending the Purchase Order to [sales@slptoolkit.com](mailto:sales@slptoolkit.com), Customer shall have all Customer new users of the Services register for a free trial account, accessible at [www.slptoolkit.com](http://www.slptoolkit.com). When emailing [sales@slptoolkit.com](mailto:sales@slptoolkit.com), Customer must provide

the names and email addresses of all users who are associated with the Purchase Order.

(c) **Invoices.** Payment terms, payment address, and payment methods are stated on the Invoice, and sent via email to the email address specified in the Customer's Purchase Order.

(d) **No refund.** Customer is billed for Services in advance. Under no circumstances will Company be required to issue a refund or credit to Customer. Additionally Company will not be required to refund or credit Customer for partial months of services, provide upgrade/downgrade refunds, or provide refunds for any unused months.

### 3. DATA USE AND OWNERSHIP.

(a) **Ownership of Student Data.** All data generated by Customer while using Company's Services ("Student Data") is owned by the Customer. If Customer is an organization, the organization, not the individual account holder, is the owner of all Student Data. Company will not use Student Data for any purposes not requested or authorized by Customer.

(b) **Ownership of Other Data.** Company shall own all data it generates for use in its mobile and web applications ("App Content"). Customer is forbidden from distributing App Content to any third-party and cannot use the App Content for any other use besides its intended purpose within the mobile application.

(c) **Ownership and Use of Services.** Company and its licensors will at all times have title to and retain ownership over the Services including, without limitation, all artwork, designs, drawings, negatives, graphics and plates, and all intellectual property rights in, to, and under the foregoing, created and used in connection with the Services, excluding all Student Data ("Company IP"). Customer will not use Company IP and/or the Services except as expressly allowed under this Agreement. Customer is solely responsible for any acts, omissions, or negligence of Customer or its users, including authorized users who are given or approved to have administrator permissions by Customer.

4. **SECURITY AND PRIVACY.** Company ensures the security and privacy of Customer information by encrypting sensitive data, providing username and passwords to authorized users in order to access their accounts, and by complying with applicable law. For more information on how Company protects and uses Customer information visit Company's privacy policy <https://www.slptoolkit.com/privacy>. The terms of the privacy policy are hereby incorporated by reference into this agreement.

5. **TERM AND TERMINATION.**

(a) **Term and Termination.** This Agreement applies to Customer's use of the Services during Customer's subscription for the Services, as provided in the Invoice attached with these Standard Terms. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the other party.

(b) **Effects of Termination.** All payment obligations of Customer will survive expiration or termination of this Agreement. Additionally, Sections 2, 3, 4, 6, 7, and 8 will survive the termination of this Agreement.

6. **INDEMNITY.** Customer will indemnify, defend, and hold harmless Company, its officers, directors, members, affiliates, agents, employees, and consultants from and against any and all actions, losses, liabilities, costs, damages, claims, demands, judgements, and expenses of any kind (including, without limitation, attorneys' and experts' fees, costs, and expenses) (collectively, "Claims") arising from or related to: (i) Customer's use of the Services; (ii) Company's use of Student Data; (iii) Customer's actual or alleged violation of any law, statute, or ordinance or any administrative order, rule, or regulation relating to the Services; or (iv) Customer's breach of this Agreement. Company will notify Customer of any and all Claims and Customer will defend or settle, at its own expense, each and every Claim.

7. **Limitation of Liability.** IN NO EVENT WILL COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, MEMBERS, AFFILIATES, AGENTS, EMPLOYEES, AND CONSULTANTS HAVE ANY LIABILITY UNDER THIS AGREEMENT TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. COMPANY'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT

LAW, WARRANTY, OR OTHERWISE WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE LIABILITY.

8. **GENERAL PROVISIONS.**

(a) **Independent Contractors.** The parties are independent contractors and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement.

(b) **Equitable Remedies.** Any breach or threatened breach of this Agreement may cause irreparable injury to Company for which an adequate remedy at law does not exist. Accordingly, Company is entitled to seek equitable relief, including an injunction, without the obligation to provide actual damages or post bond. The exercise of any remedy in this Agreement is without prejudice to any other right or remedy available to either party. The rights and remedies in this Agreement are cumulative and in addition to any other rights and remedies provided by law or equity.

(c) **Venue; Attorneys' Fees.** Customer consents to personal jurisdiction and exclusive venue in the state and federal courts located in Maricopa County, Arizona. The prevailing party, as determined by the decision-maker, in any arbitration, court action, or proceeding is entitled to its reasonable attorneys' fees and costs.

(d) **Governing Law.** This Agreement is governed by and construed according to the laws of the state of Arizona, without reference to any conflicts of laws provisions.

(e) **Waiver.** No part of this Agreement will be deemed waived or modified except in writing and signed by both parties. No waiver or breach of any of the provisions of this Agreement will be construed as a waiver of any succeeding breach of the same or any other provision. No delay or omission by Company exercising any right or remedy will constitute a waiver of such right or remedy, or prejudice the right of Company to enforce such right or remedy at any subsequent time.

(f) **Notices.** Any notice to a party required or permitted hereunder will be deemed sufficient if given in writing and delivered personally, by reputable overnight courier service or United States mail, postage prepaid, to such party's address set forth on the Invoice, and to the attention of such party's

President, or to another address or person as each party may specify for itself in writing.

(g) **Assignment and Subcontracting.** Company may assign this Order, in whole or in part, upon written notice to Customer. Customer agrees that Company may subcontract with one or more third parties with respect to some or all of Company's performance hereunder; provided, however, that such subcontracting will in no way modify or reduce Company's obligations hereunder.

(h) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent

possible under applicable law and the remaining provisions will continue in full force and effect. Each and every restriction set forth in this Agreement is independent and severable from the others, and no restriction will be rendered unenforceable by virtue of the fact that, for any reason, any other restriction may be unenforceable in whole or in part.

(i) **Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Company and supersedes any prior or contemporaneous negotiations, communications, and agreements relating to the Invoice.