

LiteracyPro Systems, Inc.

Services Agreement

BY CLICKING THE “ACCEPT” BUTTON BELOW, OR BY USING OR ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE OR ACCESS THE SERVICE IN ANY WAY. PLEASE NOTE THAT ANY VIOLATION OF THIS AGREEMENT WILL SUBJECT YOU TO BOTH CIVIL AND CRIMINAL LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

1. Definitions

- 1.1 “**LiteracyPro**” shall mean LiteracyPro Systems, Inc.
- 1.2 “**Customer**” means your company or organization.
- 1.3 “**Authorized User**” means Customer’s employees or independent contractors who are authorized by Customer to use the Service solely on behalf of Customer.
- 1.4 “**Service**” shall mean the LiteracyPro proprietary service for LACES.
- 1.5 “**Data**” means the data that is inputted into the Service by Customer.

2. Access to Service

- 2.1 Subject to Customer’s full and complete compliance with all of the terms and conditions of this Agreement, LiteracyPro will provide Customer with access to the Service to be delivered via the Internet during the term of this Agreement.
- 2.2 Customer may use the Service solely for its intended purpose in accordance with this Agreement.
- 2.3 Authorized Users shall agree to the Terms of Use prior to any use of the Service, and shall at all times abide by the terms set forth therein. Customer shall be fully responsible and liable for all activities performed by an Authorized User.

3. Ownership

- 3.1 All right, title and interest in and to the Data are and shall remain in Customer; provided that Customer grants and agrees to grant to LiteracyPro a perpetual, non-exclusive license to use such Data (a) in order to provide the Service to Customer; (b) for statistical, analytical and other aggregate use (provided that such data is not personally identifiable); and (c) as necessary to monitor and improve the Service.
- 3.2 All right, title, and interest in and to the Service and associated documentation, including any improvements, modifications, and enhancements made thereto, as well as the metadata resulting from the activities described in the foregoing Section 3.1 (b), are and shall remain in LiteracyPro. Except for those rights expressly granted herein, no other rights are granted, either express or implied, to Customer hereby.

4. Confidentiality and Use

- 4.1** Customer acknowledges that the Service, the terms of this Agreement, all documentation provided by LiteracyPro related to the Service, and any other proprietary or confidential information provided to Customer by LiteracyPro (collectively, "LiteracyPro Confidential Information") constitutes valuable proprietary information and trade secrets of LiteracyPro.
- 4.2** LiteracyPro acknowledges that the Data ("Customer Confidential Information") constitutes valuable proprietary information and trade secrets of Customer.
- 4.3** Each party agrees to (a) not disclose or permit access to the other party's Confidential Information to any of Customer's employees or contractors except as required in connection with the bona fide use of the Service as contemplated herein; (b) not to disclose or allow access to the other party's Confidential Information to any third party for any reason; (c) to use the other party's Confidential Information solely for its own internal use in connection with the provision or use of the Service as contemplated herein; (d) not to reverse engineer, decrypt, or otherwise attempt to obtain the source code of the Service; (e) not to introduce or attempt to introduce any viruses, Trojan horses, or other malware into the Service or attempt to infiltrate, damage, or prohibit access to the Service in any way; and (f) to protect the confidentiality of the other party's Confidential Information to the same degree that such party uses to protect similar proprietary and confidential information, but in no event less than reasonable care. In addition to all other rights and remedies provided by applicable law, each party shall have the right to obtain an injunction (without having to post a bond) to prevent any breach or anticipatory breach of this section.
- 4.4** Each receiving party agrees to promptly report any breaches of this section to the disclosing party.
- 4.5** Customer is solely responsible for the accuracy of all data and information entered into the Service.
- 4.6** If Customer retains or shares student data or information that constitutes "personally identifiable information" under the Family Educational Rights and Privacy Act ("FERPA"), LiteracyPro and Customer shall use reasonable methods to ensure to the greatest extent practicable that such student data is protected in a manner conforming with FERPA.

5. Termination. This Agreement shall terminate upon thirty (30) days written notice by one party to the other. Upon termination, all rights and obligations of the parties shall cease except that Sections 3-7 shall survive termination.

6. Limitations of Liability. The total liability of LiteracyPro arising out of or related to the Agreement shall not exceed One Hundred Dollars ("\$100"). In no event shall LiteracyPro have liability for any indirect, incidental, special, or consequential damages (including, without limitations, loss of profits or use), even if LiteracyPro knew or should have known of the possibility of such damages. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

7. Miscellaneous. This Agreement shall be governed by the laws of Colorado without reference to conflict of laws principles. Customer shall not assign this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of LiteracyPro. Customer shall comply in all respects with all U.S. and foreign export and re-export laws and regulations applicable to the technology and documentation provided hereunder. This is the entire Agreement between the parties relating to the subject matter hereof. No waiver or modification of this Agreement shall be valid unless in writing signed by each party. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.