

QWICKLY, INC. MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is made effective by and between the "Licensee," and Qwickly, Inc., an Ohio (state incorporated) company ("Vendor"). The Software License of Qwickly products (the "License") is a legal agreement between Vendor and Licensee, the recipient of a copy of the Vendor software product (the "Software Product"), which includes computer software and may include printed materials, electronic or "online" documentation, and/or related items (collectively, the "Software Product").

RECITALS

WHEREAS, Vendor has the personnel, capabilities, experience and resources necessary to provide the Deliverables; and

WHEREAS, the Licensee desires to retain Vendor and Vendor desires to provide the Deliverables described in this Agreement under the terms of this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants and promises contained herein, hereby agree as follows:

By downloading, installing, copying, or otherwise using the Software Product, Licensee agrees to be bound by the terms and conditions of this License. If Licensee does not agree to all of the provisions of this License, Licensee may not download, install or copy or otherwise use the Software Product. This Software Product may include any combination of the following: Qwickly Course Tools, Qwickly Jot, Qwickly Attendance Classic, Qwickly Attendance Plus, and Qwickly Attendance Pro.

Qwickly Attendance service levels provide a platform with a variety of attendance-taking modes, assist in tracking student engagement and participation, and offer comprehensive enterprise attendance reporting.

Qwickly Course Tools streamline tedious tasks and allow for more efficient communication between students and faculty.

Qwickly Jot replicates the traditional paper assignment in digital environments.

1. LICENSE GRANT. Vendor hereby grants Licensee a non-exclusive license to use the Software Product solely to obtain QWICKLY SOFTWARE SERVICES ("Services"). The Software Product incorporates various intellectual property rights, that may, include, without limitation, copyrights, trademarks, patents, trade secrets and other proprietary rights (collectively, the "Intellectual Property Rights"). While Licensee has been provided with a copy of the Software Product, Vendor retains all rights, title and interests in and to the computer

software comprising the Software Product and the Services and all Intellectual Property Rights embodied therein.

2. RIGHTS AND RESTRICTIONS. The Software Product is protected by U.S. and foreign copyright laws and international copyright treaties, as well as by other such intellectual property laws and treaties. The Software Product is licensed (and not sold) to Licensee, and any and all rights not expressly granted to Licensee herein are reserved by Vendor.

3. INSTALLATION AND STATISTICS. Licensee may install the Software Product on one or more servers that are running supported Learning Management Systems, including test and development servers. Vendor will collect statistics that return aggregate numbers of tool use.

4. REVERSE ENGINEERING. Licensee shall not, nor shall Licensee permit anyone to adapt or otherwise modify, create any derivative work, or decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code from, the Software Product (or any portion thereof).

5. UPGRADES AND RELATED PRODUCTS. Vendor may from time to time, at its sole discretion, make an upgrade or other such revised version of the Software Product (an "Upgrade") available and notify Licensee of the applicable terms and conditions for receiving any such Upgrade. Vendor may, in its sole discretion, offer additional or optional software and/or services in connection with the Services to Licensee or its end-users.

6. NO ASSIGNMENT. Licensee may not assign or otherwise transfer the Software Product provided to Licensee, or any copies thereof, or any of Licensee's rights or obligations under this License.

7. PAYMENT AND LICENSE. Payment of the license fee shall be made WITHIN SIXTY (60) DAYS FOLLOWING THE Effective Date of the Agreement. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Vendor, then in addition to any other amount due, Vendor may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount. If payment is not received within sixty (60) days, product licenses may become disabled. For product use beyond license expiration date, product license needs to be renewed. Renewal price is equal to the original license cost, unless otherwise noted. Any increase or decrease in renewal license fees will be communicated to clients no less than six (6) months in advance of price change. Vendor hereby grants to Licensee a non-exclusive, limited license to use the Software as set forth in this Agreement for period specified in invoice and may be extended by renewal of the license. During this licensing period, all users are entitled to unlimited use of products for the length of the license.

8. TERMINATION. In the event that Licensee fails to comply with the terms and conditions of this License, the license granted hereunder will automatically terminate (with all other rights of both parties and all other provisions of this License surviving any such termination). In the event

this License is terminated, Licensee must destroy all copies of the Software Product (including all components thereof) and of each Upgrade thereto.

9. **PRIVACY.** Vendor does not share or distribute personal user information and data with institutions, companies, associations, etc. Any data collected of this type is intended for use by the Licensee. General statistics are gathered to gauge use of the Software Product to help determine future development. The Software Product is designed to not store personally identifiable information (PII). When PII can be used to enhance the use of the Software Product, the goal is to keep its impact at a minimum. Licensee first needs to opt-in to have this type of information cached with Vendor and individual users have the right to opt-out at any point. User login to the Software Product is accessed through their learning system (LMS/VLE). With the exception of an administrator, the Software Product users are accessing products via learning system integration and are typically provided with an authorization prompt upon first-time use to allow this behavior. The administrator logging into the Software Product Dashboard to manage settings and other Software Product features is selected by each Licensee and additional administrators are added at the discretion of each Licensee.

10. **SECURITY AND DATA.** If there were a breach of security in any form, Licensee would be notified immediately of the situation along with the necessary steps that would be taken to ensure the safety of Licensee information from that point and moving forward. Vendor does not own any data centers. Data instances and records of Licensee are stored for seven (7) years and are automatically deleted sixty (60) days after Licensee leaves the platform or after the expiration of a trial or pilot. Records and data-points can be deleted immediately upon leaving the platform by Licensee request and, as necessary, work can be completed to make sure mechanisms for data deletion meet Licensee needs.

11. **NO WARRANTIES.** THE SOFTWARE PRODUCT AND ANY UPGRADE THERETO IS/ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND OR NATURE. VENDOR MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION, REGARDING THE SOFTWARE PRODUCT AND ANY UPGRADE THERETO.

12. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, OR OTHER DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT AND/OR ANY UPGRADE THERETO, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND LICENSEE HEREBY ASSUMES ALL RISK AS TO THE QUALITY,

PERFORMANCE, OPERATION OF AND/OR INABILITY TO OPERATE THE SOFTWARE PRODUCT AND/OR ANY UPGRADE THERETO. IN NO EVENT SHALL QWICKLY'S LIABILITY HEREUNDER, IF ANY, EXCEED THE PRICE WHICH LICENSEE PAID FOR THE ITEM(S) WHICH IS/ARE THE SUBJECT OF ANY CLAIMED LIABILITY.

13. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software Product and all Upgrades (if any) thereto are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. "Manufacturer", as such term is used therein, is QWICKLY INC, LEGAL ADDRESS IS 18781 RIVERCLIFF DRIVE, FAIRVIEW PARK, OH 44126.

14. EXPORT LIABILITY ASSURANCES. Licensee agrees and certifies that the Software Product will not be exported outside the United States except as authorized and permitted by the laws and regulations of the United States. Licensee agrees that it will not re-export the Software Product except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which it obtained the Software Product.

15. ENTIRE AGREEMENT. This License constitutes the entire agreement and understanding of the parties relating to the subject matter hereof. The headings of the Sections and subsections of this License are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision hereof. Any significant proposed changes that alter the Qwickly, Inc. Master Service Agreement will likely require legal review. If major deviations from the standard Master Service Agreement are required, an administrative fee will be applied. This fee would be additional to the standard license cost. If any provision of this License (or part thereof) is determined by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from this License, while the remaining provisions of this License shall continue in full force and effect. No failure or delay by either party in exercising any right, power or remedy under this License shall operate as a waiver of any such right, power or remedy.

BY REVIEWING THE AGREEMENT AND NOT ADDRESSING POTENTIAL CONCERNS, LICENSEE IS ACKNOWLEDGING AND ACCEPTING ALL OF THE PROVISIONS OF THIS LICENSE.