

**NETREF
SOFTWARE LICENSE TERMS AND CONDITIONS**

THESE SOFTWARE LICENSE TERMS AND CONDITIONS (the “**Agreement**”) made effective on the effective date set forth in the attached Order (“**Effective Date**”) is entered into by and between Verite Educational Services, LLC, a Delaware limited liability company having its principle place of business at 45240 Business Court, #200, Sterling, VA 20166 (“**NetRef**”), and the customer name stated on the applicable purchase order executed between the parties (“**Order**”), a form of which is attached to this Agreement as Exhibit A (Form of Purchase Order), to permit Licensee to access and use NetRef’s software product identified in the Order and related data and documentation (“**Documentation**”) (such software product and Documentation are referred to collectively as, the “**Software**”).

1. License.

1.1 Subject to Licensee’s payment of the Fees (as defined in Section 5 below) and other terms and conditions of this Agreement, NetRef hereby grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable license for the Term to access and use the Software solely for the purpose of serving the educational needs of Licensee’s school and students (the “**Permitted Purpose**”). Licensee may access the Software in accordance with the specifications listed in the Order. For clarification purposes, if Licensee is obtaining Hosting Services (as defined in Section 2.1), Licensee shall access and use the Software remotely through Hosting Services for the Permitted Purpose during the Hosting Term.

1.2 The license granted as part of this Agreement shall permit Licensee to create the number of end user accounts (each, an “**Account**”) specified in the Order. NetRef permits each end user to register an unlimited number of devices (e.g., iphone, ipad, desktop computer, etc.) to each Account. Licensee agrees not to create or permit to be created any Accounts in excess of the number of Accounts specified in the Order. Community devices such as a computer lab station will be considered a singular Account for purposes of this Agreement. Licensee shall be fully responsible for all acts and omissions of end users and each Account. Any act or omissions by an end user, which, if undertaken by Licensee, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Licensee.

2. Services.

2.1 Hosting Services. Licensee acknowledges and agrees that NetRef may provide access to the Software through the use of a third party hosting service, such as Amazon Web Services, or other similar platform (each, a “**Third Party Platform**”), as set forth in an Order (“**Hosting Services**”). If NetRef is providing Hosting Services, NetRef shall host the Software and provide access to the same subject to the terms of its underlying relationship with the Third Party Platform.

2.1.1 NetRef shall make the Software accessible via the Hosting Services to Licensee’s computers with compatible Internet access. Licensee shall provide, at Licensee’s own expense, all necessary hardware, software applications and Internet connectivity, as referenced in any Documentation or an Order, necessary to access and use the Hosting Services.

2.2 Support Services.

2.2.1 As a server-based program, NetRef may make updates to, bug fixes, patches, enhance or improve the Software and/or the Hosting Services from time to time (“**Updates**”) and provide customer support for those changes for active Accounts. NetRef will use commercially reasonable efforts to provide prior notice of any scheduled maintenance to the Hosting Services.

2.2.2 The Fees include routine technical support (i.e., email and telephone support) for the operation of the Software and/or the Hosting Services, as applicable, from 8:00 a.m. to 5:00 p.m. Eastern time (“**Support Services**”). The Fees do not include training or configuration of the Software or Hosting Services, as applicable, to Licensee’s system and specifications or any other services. If Licensee requires additional services and support, the parties will include such additional support and services on the applicable Order. As used in this Agreement, “**Services**” shall mean the Hosting Services (if applicable), any Support Services and/or other additional services and support set forth on the applicable Order.

3. Licensee Responsibilities.

3.1 Licensee is responsible for selecting an administrator who is qualified to operate the Software and serve as point of contact for the Hosting Services, as applicable, and is familiar with the information and reports that serve as input and output of the Software. NetRef reserves the right to refuse assistance or to charge additional fees if an administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software and/or the Hosting Services.

3.2 NetRef assumes no responsibility under this Agreement for obtaining or providing equipment for Licensee to access or use the Software. Further, except to the extent offered as a part of the Hosting Services and/or as may be otherwise set forth in the Order, Licensee is also responsible for obtaining, maintaining and ensuring a proper environment and proper utilities for the equipment and computer systems on which the Software will operate, including an uninterrupted power supply and a high speed network connection.

3.3 If or to the extent set forth on the Order, NetRef may provide Licensee with any specifically identified server hardware to use the Software ("**Hardware**"). Subject to Section 6.5, NetRef shall pass through to Licensee any manufacturers warranties offered on the Hardware but disclaims all other warranties related to the Hardware. As applicable, if Licensee opts not to continue with an Order after any trial period, or upon termination or expiration of this Agreement, Licensee will return all Hardware to NetRef in the original condition. In the event that Hardware cannot be returned in its original condition or the manufacturer does not accept the Hardware, NetRef will charge Licensee the applicable fees for the Hardware from the manufacturer.

4. Proprietary Rights. Licensee acknowledges and agrees that the Software and Services contain or rely upon proprietary and trade secret information of NetRef. Other than the limited license granted to Licensee under Section 1 of this Agreement, NetRef and its suppliers and licensors retain all ownership and proprietary rights in and to the Software and Services. Licensee will have no right and will not, nor will it authorize or assist others to: (a) copy or reproduce, or create derivative works of the Software or Hosting Services, (b) disassemble, decompile, reverse engineer, modify, translate, alter or decompile all or any portion of the Software or Hosting Services or otherwise discern the source code of the Software or Hosting Services, (c) use the

Software or Hosting Services on a service bureau or time sharing basis or to provide services to third parties, (d) distribute, rent, lease, sublicense, assign, transmit, outsource, sell or otherwise transfer or commercially exploit the Software or Hosting Services, or any of Licensee's rights therein; (e) circumvent the authentication or security access control systems or attempt to gain unauthorized access to the Software or Hosting Services; (f) use the Software or Hosting Services in any manner other than for the Permitted Purpose or in any manner that violates applicable law; and (g) cause or permit any party to do any of the foregoing. In addition, Licensee will not remove, alter or obscure any proprietary notices in the Software or Hosting Services, including copyright notices, or permit any other party to do so.

5.1 Fees and Payment; Change Orders Licensee shall pay the fees and charges specified in the Order ("**Fees**") for the Software, Hardware and Services in accordance with the payment terms set forth in the Order. In the event of any late payment, NetRef reserves the right to de-active Licensee's Account(s) and/or suspend Licensee's access to the Hosting Services until payment is received. The Fees are exclusive of any and all taxes, and Licensee is responsible for payment of such taxes (excluding those based on NetRef's net income). Licensee agrees to hold harmless NetRef from all claims and liability arising from Licensee's failure to report or pay such taxes. The Fees shall be payable to NetRef by check or credit card (which may include a convenience fee) as specified in the Order.

5.2 Any changes to the Software or Services that are mutually agreed by the parties will be specified in a written change order ("**Change Order**") and executed by the parties. NetRef shall not be obligated to perform in accordance with the terms of the Change Order unless and until it is duly executed by authorized representatives of the parties.

5. Limited Warranties; Disclaimer of Warranties.

5.1 For so long as the Licensee maintains active Accounts during the Term, NetRef warrants the performance of the Software and Hosting Services to conform in all material respects to the specifications for the current version of the Software as provided in the Documentation. This warranty is expressly conditioned on (a) Licensee's observance of the operating, security, and data-control procedures set forth in the Documentation included with the

Software or Hosting Services, as applicable, (b) Licensee's compliance with the terms of this Agreement, and (c) if Licensee is not relying upon the Hosting Services to operate the Software, that Licensee is utilizing the most current and up to date version of the Software.

5.2 NetRef is not responsible for obsolescence of the Software or Hosting Services that may result from changes in Licensee's requirements, computer systems or operating environment. If Licensee has procured Hosting Services, then NetRef shall update the Hosting Services from time to time with the version of the Software made generally available to other customers accessing the Software via Hosting Services, and Licensee shall remain responsible for ensuring compatibility of its computer systems and operating environment with such updates. If the Hosting Services are unavailable, Licensee must as soon as possible notify NetRef via the e-mail address provided by NetRef. NetRef shall promptly (i) investigate the same, (ii) endeavor to determine whether the Hosting Services are unavailable, or if there is another problem, (iii) if the Hosting Services are unavailable, then endeavor to correct the problem; and (iv) respond back to the Licensee with the status of the problem. Any such problem shall be recorded by both parties.

5.3 Licensee's sole and exclusive remedy for a breach of NetRef's warranty as set forth in Section 6.1 above shall be for NetRef to use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event NetRef does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be termination of the affected Order and (a) if Licensee is hosting the Software, a refund of the amount paid as the Fees for the defective or nonconforming module of the Software; or (b) if NetRef is providing Hosting Services to Licensee, then a refund of any pre-paid and unused Fees remaining in the Hosting Term as of the date of termination.

5.4 NetRef shall not be obligated to correct, cure, or otherwise remedy any outage, nonconformity or defect in the Software or Hosting Services if Licensee or any end user (a) has made any changes whatsoever to the Software, (b) is in breach of this Agreement, (c) if the Software or Hosting Services has been misused in any respect and/or Licensee has not strictly complied with all operation instructions provided by NetRef including under any

Documentation, (d) has not (to the extent Licensee bears responsibility under the applicable Order) provided and maintained adequate and appropriate equipment, software, systems and operating environments, or (e) if you have not reported to NetRef the existence and nature of such outage, nonconformity or defect promptly upon discovery thereof.

5.5 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE SOFTWARE, HARDWARE AND SERVICES ARE PROVIDED BY NETREF TO LICENSEE "AS IS," AND NETREF AND ITS SUPPLIERS, IF ANY, MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SOFTWARE, HARDWARE, OR SERVICES AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF DATA AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW. NETREF DOES NOT WARRANT THAT THE SOFTWARE, SERVICES AND/OR HARDWARE WILL MEET LICENSEE'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. IN ADDITION, NETREF DOES NOT WARRANT THAT THE HOSTING SERVICES WILL ALWAYS BE SECURE, ERROR FREE, WITHOUT DEFECT, ACCESSIBLE OR AVAILABLE.

5.6 Except as provided in an Order, Licensee is solely responsible for proper configuration of all hardware and other equipment and all databases and other software used with the Software or Hosting Services.

6. Data; Parental and Other Consents; Privacy.

6.1 Licensee shall be solely responsible for each end user that accesses the Hosting Services, and for all personal information or other data created by use of or access to the Hosting Services or stored therein (the "*Data*"). Licensee grants to NetRef a non-exclusive, non-transferable, royalty-free, worldwide license to access, copy, modify, create derivative works from, and otherwise use the Data for purposes of administering the Hosting Services, Licensee's access to the Hosting Services, and as otherwise required for performing NetRef's obligations under this Agreement. NetRef will not be responsible for any loss of or damage to the Data. In addition, NetRef shall have no obligation to retain or store such Data for a period in excess of one (1) year from

the date such Data is provided to NetRef through the Hosting Services.

6.2 Licensee represents and warrants to NetRef that Licensee has obtained parental and all other necessary consents to collect, share and use Data of all authorized end users of the Software and Hosting Services, including all minor students, in order (a) to install and operate the Software, (b) for NetRef to provide the Services, and (c) for NetRef to provide the Services utilizing a Third Party Platform. Licensee represents and warrants to NetRef that Licensee shall at all times maintain the appropriate state and federal mandated policies related to the collection and use of Data and comply with all applicable state and federal laws, rules and regulations relating to the collection, storage and use of Data.

6.3 Licensee will defend NetRef from any claim or action (“*Claim*”) brought or made by a third party against NetRef, and will pay any settlements agreed to by Licensee or judgments awarded against NetRef in favor of the third party resulting from such Claim to the extent based on or relating to Licensee’s breach of the representation and warranty in Section 7.2.

6.4 Licensee acknowledges and agrees that by accessing and/or using the Software or any Services, Licensee agrees to be bound by NetRef’s privacy policy, the current version is located at [www.net-ref.com/NetRef-Privacy-Policy-2015-0625.pdf] (“*Privacy Policy*”). Each time the Software and/or Services are accessed, the current version of the Privacy Policy will apply, thus it is Licensee’s duty and obligation to check the date of the Privacy Policy (which appears at the top) and review any changes against prior versions. The Privacy Policy is applicable to all Software and Services visitors, registered users, and all other users of the Software and Services.

7. Intellectual Property Indemnity.

7.1 NetRef will defend Licensee from any Claim brought or made by a third party against Licensee, and will pay any settlements agreed to by NetRef or judgments finally awarded against Licensee in favor of the third party resulting from such Claim, to the extent based upon any claim that the Software infringes any valid United States patent, copyright or trade secret, provided that Licensee: (a) promptly notifies NetRef in writing of any such Claim; (b) gives NetRef full authority and control of the settlement and defense of the Claim; and (c) fully

cooperates with NetRef in the defense of such Claims, including providing adequate assistance and information at NetRef’s expense.

7.2 NetRef will not be required to indemnify Licensee for any Claim that arises from: (a) any modification to the Software by anyone other than NetRef or as a result of any prohibited activity as set forth in this Agreement; (b) modifications to the Software made by NetRef at Licensee’s request; (c) use of the Software other than as specified in this Agreement or in the applicable Documentation; (d) use of prior versions of the Software after an Update has been provided by NetRef to Licensee; or (e) use of the Software in combination with any third-party product or service.

7.3 If a Claim arises, or in NetRef’s opinion is likely to arise, NetRef may at its own expense obtain for Licensee the right to continue using the Software, modify the Software to make it non-infringing, or substitute other Software of similar capability and functionality. If none of these options are reasonably available to NetRef, NetRef may terminate this Agreement and refund to Licensee the Fees paid for the infringing Software, less a reasonable charge for Licensee’s use of the Software prior to such termination based on a 3-year life. THIS SECTION 8 STATES THE ENTIRE OBLIGATION OF NETREF AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR PROPRIETARY RIGHTS VIOLATIONS.

8. Limitation of Liability. IN NO EVENT SHALL NETREF, OR ITS SUPPLIERS OR LICENSORS, IF ANY, BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR BE LIABLE TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, EVEN IF NETREF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NetRef’s entire liability under this Agreement for any damages from any cause whatsoever, regardless of form or action, whether in contract, negligence or otherwise, shall in no event exceed an amount equal to the Fees paid by Licensee during the twelve (12) month period prior to the event giving rise to liability.

9. Confidential Information. Each party agrees to keep confidential and to use only for purposes of performing or as otherwise permitted under this

Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is marked as confidential or which would reasonably be considered of a confidential nature. The obligation of confidentiality shall not apply to information which is (a) publicly available through authorized disclosure, (b) known by the receiving party at the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or (c) required by law, government order or request to be disclosed. Notwithstanding any of the foregoing, Licensee acknowledges and agrees that the Software shall be deemed to constitute confidential information of NetRef. Upon any termination of this Agreement, each party shall return to the other party all confidential information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in this Agreement.

10. Term.

10.1 Agreement Term. The term of this Agreement (the "**Term**") will commence on the date that the Software or Hosting Services is activated for Licensee's use as set forth on the applicable Order and will continue in effect as specified in the then-current Order or until this Agreement is terminated in accordance with Section 12.

10.2 Hosting Term. The term for Hosting Services will commence on the date set forth on the Order for Hosting Services accepted by NetRef, and unless otherwise specified on the applicable Order shall continue for an initial period of one (1) year (the "**Initial Hosting Term**"). Thereafter, the Initial Hosting Term shall automatically renew for consecutive one (1) year terms (each renewal term and the Initial Hosting Term is collectively referred to as, the "**Hosting Term**") unless either party provides the other party with written notice of its desire not to renew the Order for Hosting Services at least ninety (90) days before the end of the then-current Hosting Term.

11. Termination. Either party may (a) terminate this Agreement or an affected Order by giving the other party written notice of such termination upon the other party's breach of any material term of this Agreement or an Order (subject to the breaching party's right to cure such breach within thirty (30) days after receipt of the non-breaching party's notice); or (b) terminate this Agreement immediately upon notice to the other party in the event of the other

party's (i) insolvency, (ii) making an assignment for the benefit of creditors, (iii) receivership, or (iv) the institution of any similar proceedings by or against the other party.

12.1 Effect of Termination. Upon termination of this Agreement, the license granted to Licensee under this Agreement will revert to NetRef and Licensee will cease all use of the Software and any Hosting Services. Licensee's failure to comply with the obligations of this Section will constitute unauthorized use of the Software and/or Hosting Services, entitling NetRef to equitable relief as provided in this Agreement and other legal and equitable remedies. Sections 4, 5, 7, 8, 9, 12 and 14 shall survive any expiration or termination of this Agreement. Subject to Section 7.1, and provided that Licensee has paid all Fees due under this Agreement, upon expiration of the Hosting Term or earlier termination, NetRef will make the Data available for retrieval by Licensee for a period of up to thirty (30) days after such expiration or termination (the "**Retrieval Period**"). At the end of such Retrieval Period, and except as may be required by law, NetRef shall have no further responsibility with respect to such Data.

12.2 No Refunds. Except as set forth on an applicable Order, all Fees are billed in advance on an annual basis and are non-refundable. Except as expressly set forth in this Agreement, there will be no refunds or credits for partial months of service, or refunds for months unused with an open Account.

12. Force Majeure. Neither party shall be liable to the other for any performance delay or failure to perform hereunder, exclusive of payment obligations, due to any act, omission or condition beyond the reasonable control of the affected party, provided the affected party gives prompt notice to the other and makes reasonable efforts to resume performance as soon as possible.

13. Miscellaneous. This Agreement, together with all Exhibits, constitutes the entire agreement of the parties, and supersedes any prior or contemporaneous agreements between the parties, with respect to the subject of this Agreement. Except as otherwise expressly provided herein, this Agreement may be modified only by a writing signed by an authorized representative of each party. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia exclusive of its conflict of laws principles. Any dispute arising under or relating to this Agreement will be resolved

in the state or federal courts in Loudoun, Virginia, and the parties hereby expressly consent to jurisdiction therein. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any suit or proceeding arising out of or related to this Agreement. Notices under this Agreement shall be in writing, addressed to the party at its address in the preamble above, and shall be deemed given when delivered personally, or by facsimile (with confirmation of receipt) or conventional mail (registered or certified, postage prepaid with return receipt requested). Nothing contained in this Agreement is intended or is to be construed to create a partnership, joint venture or agency relationship. If any provision of this Agreement shall be declared invalid, illegal or unenforceable, all remaining

provisions shall continue in full force and effect. Nothing in this Agreement shall be construed to limit or delay NetRef's ability to seek immediate relief at law or in equity for any breach by Licensee of the license. No waiver of any rights hereunder shall be deemed to be a waiver of the same or other right on any other occasion. Licensee may not assign or transfer this Agreement or any of its rights or obligations under this Agreement without NetRef's prior written consent. Any attempt to assign or transfer this Agreement or such rights or obligations herein without such consent will be void. This Agreement may be executed in multiple, identical counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

EXHIBIT A
FORM OF PURCHASE ORDER