Terms and Conditions

Last Updated: November 19th, 2026
Link to Prior Terms and Conditions

These Terms and Conditions (this "**Agreement**"), effective as of the date on which you check a box acknowledging your acceptance of this Agreement, begin using the Platform, or you execute with Snorkl an Order that incorporates this Agreement by reference (the "**Effective Date**"), is between Snorkl, Inc. with offices located at 5383 Balboa Ave, San Diego, CA 92117 ("**Snorkl**") and the entity on whose behalf the individual accepting this Agreement accepts this Agreement ("**Organization**"). The individual accepting this Agreement hereby represents and warrants that it is duly authorized by the entity on whose behalf it accepts this Agreement to so accept this Agreement. Snorkl and Organization may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." The Parties agree as follows:

1. Definitions.

1.1. "**Authorized User**" means Organization's employees, consultants, contractors, agents or other business users (including in the case of school districts, students): (i) who are authorized by Organization to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased or otherwise provided hereunder.

1.2. "**Business Contact Data**" means Personal Information that relates to Snorkl's relationship with Organization, including, by way of example and without limitation data Snorkl collects for the purpose of managing its relationship with Organization, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.3. "**Documentation**" means Snorkl's end user documentation relating to the Platform and Platform pricing, as made available on the Snorkl website from time to time.

1.4. "**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.5. "**Order**" means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Organization registered for the Platform through Snorkl's online ordering process, the results of such online ordering process.

1.6. "**Organization Data**" means information, data, images, Organization -owned intellectual property and other content, in any form or medium, that is submitted, posted, imported, or otherwise transmitted by or uploaded by or on behalf of Organization or an Authorized User through the Platform, and any student data or personal information; provided that, for purposes of clarity, Organization Data as defined herein does not include Business Contact Data or Usage Data.

1.7. "**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.8. "**Platform**" means Snorkl's proprietary, hosted artificial-intelligence based software platform for student education, as made available to Authorized Users from time to time, and as described on an Order.

1.9. "**Sensitive Data**" means: (i) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) protected health information as defined in the Health Insurance Portability and Accountability Act, as amended ("**HIPAA**"); (iii) payment cardholder information or financial account information, including bank account numbers or other personally identifiable financial information; (iv) social security numbers, driver's license numbers, or other government identification numbers; (v) other sensitive information subject to regulation or protection under specific laws such the Gramm-Leach-

Bliley Act ("**GLBA**"), in each case as amended, or related rules or regulations; or (vi) any data similar to the above protected under applicable laws, rules, or regulations.

1.10. **"Snorkl IP**" means the Platform, the Documentation, and any and all intellectual property provided to Organization or any Authorized User in connection with the foregoing. For the avoidance of doubt, Snorkl IP includes Business Contact Data and any information, data, or other content derived from Snorkl's provision of the Platform but does not include Organization Data.

1.11. "**Subscription Period**" means the time period identified on the Order during which Organization 's Authorized Users may access and use the Platform.

1.12. "**Third-Party Products**" means any third-party products provided with, integrated with, or incorporated into the Platform, including such products and services used by Organization to import or enable access to Organization Data.

1.13. "**Usage Data**" means service usage data collected and processed by Snorkl in connection with Organization's use of the Platform, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse (in each case, without containing any Organization identifying information).

1.14. "**Usage Limitations**" means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1. Provision of Access. Subject to and conditioned on Organization 's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Organization may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 13.9), and non-sublicensable basis. Such use is limited to Organization 's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Organization will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2. Documentation License. Subject to and conditioned on Organization 's compliance with the terms and conditions of this Agreement, Snorkl hereby grants to Organization a non-exclusive, non-transferable (except in compliance with Section 13.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Organization 's internal business purposes in connection with its use of the Platform.

2.3. Use Restrictions. Organization shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Organization shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any Snorkl IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any Snorkl IP; (v) use any Snorkl IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any Snorkl IP for purposes of competitive analysis of Snorkl or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to Snorkl's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Organization Data , that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any Snorkl IP for any activity where use or failure of the Snorkl IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4. Reservation of Rights. Snorkl reserves all rights not expressly granted to Organization in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Organization or any third party any intellectual property rights or other right, title, or interest in or to the Snorkl IP.

2.5. Suspension. Notwithstanding anything to the contrary in this Agreement, Snorkl may temporarily suspend Organization 's and any Authorized User's access to any portion or all of the Platform if: (i) Snorkl

reasonably determines that (a) there is a threat or attack on any of the Snorkl IP; (b) Organization 's or any Authorized User's use of the Snorkl IP disrupts or poses a security risk to the Snorkl IP or to any other Organization or vendor of Snorkl; (c) Organization , or any Authorized User, is using the Snorkl IP for fraudulent or illegal activities; (d) subject to applicable law, Organization has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) Snorkl's provision of the Platform to Organization or any Authorized User is prohibited by applicable law; or (f) any Organization Data submitted, posted, or otherwise transmitted by or on behalf of Organization or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of Snorkl has suspended or terminated Snorkl's access to or use of any Third-Party Products required to enable Organization to access the Platform; or (iii) Organization fails to make payment of Fees in accordance with Section 5.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). Snorkl shall use commercially reasonable efforts to provide written notice of any Service Suspension to Organization and to provide updates regarding resumption of access to the Platform following any Service Suspension. Snorkl shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Snorkl will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Organization or any Authorized User may incur as a result of a Service Suspension.

2.6. Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, Snorkl may process Business Contact Data and Usage Data: (i) to manage the relationship with Organization ; (ii) to carry out Snorkl's core business operations, such as accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to Snorkl, Organization, and Snorkl's other Organization s; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which Snorkl is subject. Snorkl may also process Usage Data to monitor, maintain, and optimize the Platform. As between Snorkl and Organization , all right, title, and interest in and to such Usage Data is owned solely and exclusively by Snorkl.

3. Organization Responsibilities.

3.1. General. Organization is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Organization, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Organization is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Organization will be deemed a breach of this Agreement by Organization . Organization shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2. Limited Organization Data License. Organization may not upload to the Platform any Organization Data it does not have sufficient rights to upload. Organization hereby grants to Snorkl a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use, perform, and display the Organization Data and perform all acts with respect to the Organization Data solely as may be necessary for Snorkl to provide the Platform to both Authorized Users and end users, including a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, use and display Organization Data incorporated within the Business Contact Data for the same purpose.

3.3. Third-Party Products. Snorkl may from time to time make Third-Party Products available to Organization or Snorkl may allow for certain Third-Party Products to be integrated with the Platform to allow for, among other things, the transmission of Organization Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. Snorkl is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Organization does not agree to abide by the applicable terms for any such Third-Party Products, then Organization should not install or use such Third-Party Products. By authorizing Snorkl to transmit Organization Data from Third-Party Products into the Platform, Organization represents and warrants to Snorkl that it has all right, power, and authority to provide such authorization.

3.4. Organization Control and Responsibility. Organization has and will retain sole responsibility for: (i) all Organization Data, including all student data and content; (ii) all information, instructions, and materials provided by or on behalf of Organization or any Authorized User in connection with the Platform; (iii) Organization 's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Organization

or through the use of third-party platforms or service providers ("**Organization Systems**"); (iv) the security and use of Organization 's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Organization Systems or its or its Authorized Users' access credentials, with or without Organization 's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

3.5. Children's Online Privacy Protection Act. In the event Organization is a school or district, Organization shall provide Snorkl with all reasonably requested cooperation, actions, and information required for Snorkl to comply with the Children's Online Privacy Protection Act ("**COPPA**"). Organization: (i) shall provide "school consent" as defined in and required by COPPA, or (ii) obtain advance written consent, where required, from all parents and guardians whose children under the age of thirteen (13) will be accessing the Platform, (iii) understand how the Platform may collect and use information of users of the Platform, including children, (iv) when obtaining consent from parents or guardians, must provide them with Snorkl's Privacy Policy and (v) is responsible for keeping all applicable consents on file and providing them to Snorkl upon request. Snorkl shall provide all direct notices to Organization as required under COPPA.

3.6. Family Educational Rights and Privacy Act. In the event Organization is subject to the provisions of the Family Educational Rights and Privacy Act ("**FERPA**"), the Parties agree as follows: (i) Organization appoints Snorkl as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Snorkl has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement and (ii) Snorkl acknowledges that Organization is bound by all relevant provisions of FERPA and Snorkl agrees that it will work to ensure Organization does not breach any such relevant provisions by ensuring personally identifiable information obtained from Organization by Snorkl in the performance of this Agreement: (a) will not be disclosed to third parties, except as expressly permitted in FERPA, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (b) will be used only to fulfill Snorkl's responsibilities under the Agreement. In accordance with FERPA, the parties agree that any consents to disclose information may be made electronically. Notwithstanding anything to the contrary, nothing in this Agreement prevents Snorkl from using or disclosing or otherwise exercising all rights in de-identified, anonymized, or aggregate information derived from educational records. Subject to Section 12.3, in accordance with data governance and destruction guidelines under FERPA, after providing Organization with a reasonable time period to transfer educational records from the Platform, Snorkl will delete all Organization Data subject to FERPA upon the termination or expiration of this Agreement. Consistent with its obligations under this Agreement and the data practices outlined in Snorkl's Privacy Policy and Data Processing Addendum, Appendix 1 of these terms sets forth Snorkl's and Organization's rights and responsibilities to student data subjects under FERPA.

4. Support. During the Subscription Period, Snorkl will use commercially reasonable efforts to provide Organization with Organization support via Snorkl's standard support channels during Snorkl's normal business hours.

5. Fees and Taxes.

5.1. Fees. The Platform may be provided for a fee or other charge, depending on the selected tier, or other functionality and inclusions specified in an Order. Organization shall pay Snorkl the fees ("**Fees**") for the Platform (as applicable) identified in the Order without offset or deduction at the pricing identified in the Order or other referenced Documentation. Fees paid by Organization are non-refundable. Organization shall make all payments hereunder in US dollars by ACH or credit or debit card payment, or another mutually agreed-upon payment method. If Organization pays online via credit or debit card, Organization agrees to be bound by the Stripe, Inc. Services Agreement available at https://stripe.com/us/legal.

5.2. Taxes. All Fees and other amounts payable by Organization under this Agreement are exclusive of taxes and similar assessments. Organization is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Organization hereunder, other than any taxes imposed on Snorkl's income.

6. Confidential Information.

6.1. Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain;

(b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

6.2. Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information solely to the extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

6.3. Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Data Security and Processing of Personal Information.

7.1. Security Measures. Snorkl will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Organization Data (including Personal Information) from unauthorized access, use, alteration, or disclosure.

7.2. Processing of Personal Information; No Sensitive Data. Snorkl's rights and obligations with respect to Personal Information that it collects directly from individuals are set forth in the Snorkl Privacy Policy. Personal Information processed by Snorkl on behalf of Organization will be governed by the terms of this Agreement and, as applicable Snorkl's Data Processing Addendum. Under all applicable data privacy laws, Organization will be the controller of any personal data contained in the Organization Data, and Snorkl will be the service provider or processor. Notwithstanding the foregoing, except for student data (to the extent such data is deemed to be "Sensitive Data" under applicable data privacy laws), Organization acknowledges and agrees that: (i) the Platform is not designed to store Sensitive Data; and (ii) Organization will not use the Platform to store Sensitive Data and will not submit, post, or otherwise transmit through the Platform any Organization Data that includes or constitutes Sensitive Data.

8. Intellectual Property and Data Ownership; Feedback.

8.1. Snorkl IP. Organization acknowledges that, as between Organization and Snorkl, Snorkl owns all right, title, and interest, including all intellectual property rights, in and to the Snorkl IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

8.2. Organization Data. Snorkl acknowledges that, as between Snorkl and Organization, Organization owns all right, title, and interest, including all intellectual property rights, in and to the Organization Data. Other than the limited licenses granted in Section 3 to Snorkl in order for it to provide the Platform to Organization and end users, nothing herein shall be construed as a grant of right to Snorkl of any Organization Data.

8.3. Feedback. If Organization or any of its employees or contractors sends or transmits any communications or materials to Snorkl by mail, email, telephone, or otherwise, suggesting or recommending changes to the Snorkl IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Snorkl is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

9. Warranty Disclaimer. THE SNORKL IP IS PROVIDED "AS IS" AND SNORKL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SNORKL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-

INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SNORKL MAKES NO WARRANTY OF ANY KIND THAT THE SNORKL IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET ORGANIZATION'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, PROVIDE SPECIFIC LEARNING OUTCOMES OR ACCURATE INFORMATION TO AUTHORIZED USERS, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. SNORKL WILL HAVE NO LIABILITY FOR DECISIONS BASED ON INFORMATION, METRICS, OR DATA PROVIDED VIA THE PLATFORM, OR ORGANIZATION'S OR ITS AUTHORIZED USERS' USE THEREOF OR RELIANCE THEREON. TO THE EXTENT ORGANIZATION UTILIZES THE PLATFORM TO IMPLEMENT DIGITAL SECURITY OR VULNERABILITY POLICIES AND PROCEDURES, OR OTHERWISE MAKES CHANGES TO ITS CODE BASES OR PRODUCTS, SNORKL IS NOT RESPONSIBLE FOR THE RESULTS OR ANY LACK THEREOF RELATED TO THE SAME.

10. Indemnification.

10.1. Snorkl Indemnification.

(a) Snorkl shall indemnify, defend, and hold harmless Organization from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Organization resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Organization alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Organization promptly notifies Snorkl in writing of the claim, cooperates with Snorkl, and allows Snorkl sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Organization agrees to permit Snorkl, at Snorkl's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Organization to continue use. If Snorkl determines that neither alternative is reasonably commercially available, Snorkl may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Organization, and refund to Organization Fees previously paid by Organization for services not received as of the date of termination.

(c) This Section 10.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by Snorkl or authorized by Snorkl in writing; (ii) modifications to the Platform not made by Snorkl; (iii) Organization Data; or (iv) Third-Party Products.

10.2. Organization Indemnification. Organization shall indemnify, hold harmless, and, at Snorkl's option, defend Snorkl from and against any Losses resulting from any Third-Party Claim alleging that the Organization Data, or any use of the Organization Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Organization 's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by Snorkl or authorized by Snorkl in writing; in each case provided that Organization may not settle any Third-Party Claim against Snorkl unless Snorkl consents to such settlement, and further provided that Snorkl will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10.3. Sole Remedy. THIS SECTION 10 SETS FORTH ORGANIZATION'S SOLE REMEDIES AND SNORKL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL SNORKL'S AGGREGATE LIABILITY UNDER THIS SECTION 10 EXCEED THE TOTAL AMOUNTS PAID TO SNORKL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Limitations of Liability. IN NO EVENT WILL SNORKL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SNORKL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SNORKL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SNORKL UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

12. Subscription Period and Termination.

12.1. Subscription Period. For paid Organizations (e.g., not on pilot, trial, or free-tier), the initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). For trial, pilot, and free-tier Organizations, the Subscription Period will last from the Effective Date until the parties terminate the subscription.

12.2. Termination. In addition to any other express termination right set forth in this Agreement:

(a) Snorkl may terminate this Agreement, effective on written notice to Organization, if Organization : (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Snorkl's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 6;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Organization shall immediately discontinue use of the Snorkl IP and, without limiting Organization 's obligations under Section 6, Organization shall delete, destroy, or return all copies of the Snorkl IP and certify in writing to the Snorkl that the Snorkl IP has been deleted or destroyed. Prior to termination or expiration of this Agreement, Organization shall make reasonable efforts to export all Organization Data and applicable Usage Data it requires from the Platform. Notwithstanding the foregoing, Snorkl will retain and host Organization Data and Usage Data of Organization for an additional thirty (30) days following the expiration or termination of this Agreement to allow Organization time to achieve the foregoing. No expiration or termination will affect Organization 's obligation to pay all Fees that may have become due before such expiration or termination or entitle Organization to any refund.

12.4. Survival. This Section 12.4 and Sections 1, 5, 6, 8, 9, 10, 11, 12.3, and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference; provided, however, that Snorkl's Data Processing Addendum governs with respect to the processing of Personal Information.

13.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

13.3. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances

beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

13.4. Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13.5. Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

13.6. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.7. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California.

13.8. Dispute Resolution. Any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved thereby within a period of sixty (60) days after notice of a dispute has been given by one party hereunder to the other, must be finally settled by arbitration in Los Angeles County, California using the English language in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (formerly operating as, Judicial Arbitration and Mediation Services, Inc.) then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes, who may or may not be selected from the appropriate list of JAMS arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the Arbitration Date, then a single arbitrator will be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. The arbitrator(s) will have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration will be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party will have the right to seek equitable relief from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Los Angeles County.

13.9. Assignment. Organization may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Snorkl. Notwithstanding the foregoing, either Party may assign this Agreement in whole without such consent to: (a) an affiliate; or (b) a successor-in-interest in connection with a change of control (whether by merger, sale of all or substantially all of the assignor's voting securities, assets, or business to which this Agreement relates, consolidation, reorganization, operation of law, or otherwise). Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

13.10. Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Organization shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Organization shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

13.11. US Government Rights. Each of the Documentation and the software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212.

Accordingly, if Organization is an agency of the US Government or any contractor therefor, Organization only receives those rights with respect to the Platform and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

13.12. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Organization , Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

13.13. Publicity. Snorkl may identify Organization as a user of the Platform and may use Organization 's name, logo, and other trademarks in Snorkl's Organization list, press releases, blog posts, advertisements, and website (and all use thereof and goodwill arising therefrom shall inure to the sole and exclusive benefit of Organization). Otherwise, neither Party may use the name, logo, or other trademarks of the other Party for any purpose without the other Party's prior written approval.

Appendix 1

Policies Regarding FERPA and California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (**Education Code section 49073.1)**

Snorkl and Organization hereby agree as follows:

1. Student records generated by Snorkl from an educational institution-Organization continue to be the property of and under the control of the Organization. The Organization retains full ownership rights to the personal information (subject to applicable law) and education records it provides to Snorkl.

2. Authorized Users may retain possession and control of their own generated content by making a request with the applicable Organization.

3. Snorkl will not use any information in a student record for any purpose other than those required or specifically permitted by the Organization Terms and Conditions and Privacy Policy.

4. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution-Organization. Additionally, Authorized Users may access, correct, update, or delete personal information in their profile or student profiles by signing into the Platform, and making the appropriate changes in account settings.

5. Snorkl is committed to maintaining the security and confidentiality of Organization Data comprising of student records. Towards this end, Snorkl takes the following actions: (a) limiting employee access to student data to only those employees with a need to such access to fulfill their job responsibilities; and (b) we protect personal information with technical, contractual, administrative, and physical security safeguards designed to protect against unauthorized access, release or use (as specified in the Snorkl Data Processing Addendum).

6. In the event of an unauthorized disclosure of a student's records, Snorkl will promptly notify the Organization as specified in its Data Processing Addendum, and make all other notifications and disclosures to both Organization and applicable data subjects (including students) required under applicable law.

7. Snorkl will delete or de-identify personal information when it is no longer needed to provide access to the Platform, within thirty (30) days upon expiration or termination of this Agreement, with any deletion or de-identification to be completed according to the terms contained herein, or otherwise at the direction or request of the educational institution. Backups containing such personal information are overwritten within thirty (30) days.

8. Snorkl agrees to work with educational institution to ensure compliance with FERPA and the Parties will ensure compliance by ensuring Organization provides parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described in statement (4) above.

9. Snorkl explicitly prohibits using personally identifiable information in student records to engage in targeted advertising, and does not engage in such conduct.