

CLOUD SERVICES MASTER SUBSCRIPTION AGREEMENT

This document governs your acquisition and use of Onflo's cloud services.

You accept the terms of this Agreement by (a) executing a Sales Order Form; (b) accessing or using the Service; (c) clicking a button or checking a box marked "I Agree" (or something similar); or (d) executing or signing this Agreement, whether electronically or physically.

If you are entering into this Agreement on behalf of a separate legal entity, you represent that you have the authority to bind such entity to these terms and conditions. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

This Cloud Services Master Subscription Agreement (this **"Agreement"**) is entered into by and between K12 Insight, LLC d/b/a Onflo, a Virginia limited liability company (**"Onflo"**, **"we"**, **"us"**, or **"our"**) and the entity identified in the applicable Sales Order Form (**"Client"** or **"you"**). This Agreement governs Client's use of the Onflo Client Solutions, mobile application, and related software and services (collectively, the **"Service"**).

This Agreement incorporates by reference the Acceptable Use Policy (**"AUP"**), the AI Addendum, and the Privacy Policy, each as defined in Section 1 and as updated from time to time. Certain services may be subject to additional terms and conditions specified by Onflo from time to time, and Client's use of such services is subject to those additional terms and conditions, including but not limited to a Sales Order Form and any addenda attached thereto, which are incorporated into this Agreement by reference.

1. DEFINITIONS.

1.1. "Acceptable Use Policy" or "AUP" means Onflo's acceptable use policy, available at <https://www.onflo.com/legal/acceptable-use-policy> or such page or link as may be specified by Onflo from time to time, which is incorporated by reference into and forms a part of this Agreement.

1.2. "AI Addendum" means the addendum governing AI Agent Services, available at <https://www.onflo.com/legal/ai-addendum> or such page or link as may be specified by Onflo from time to time, which is incorporated by reference into and forms a part of this Agreement.

1.3. "AI Agent" has the meaning set forth in Section 2.1 of the AI Addendum.

1.4. "AI Agent Services" has the meaning set forth in Section 2.2 of the AI Addendum.

1.5. "AI Output" has the meaning set forth in Section 2.4 of the AI Addendum.

1.6. “Authorized Users” means a Client’s employees, consultants, contractors, customers, agents, and any other user authorized to use the Service in connection with the Client’s account.

1.7. “Billing Cycle” means each recurring periodic billing period as set forth in the applicable SOF.

1.8. “Calling Laws” means the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act (47 U.S.C. §227), the Do-Not-Call Implementation Act and the Do-Not-Call list registry rules (<http://www.donotcall.gov>), the Telemarketing Sales Rule, 47 C.F.R. § 64.1200 et seq., and all other state or local laws, rules, regulations, and guidelines relating to calling or texting, including without limitation rules, regulations, and guidelines set forth by the Federal Trade Commission and the Federal Communications Commission.

1.9. “Client” means the company, organization, or other legal entity that subscribes to or licenses the Service. To the extent that any such Client is a school, school district, or other educational institution customer, such Client is also a **“School Client”**.

1.10. “Client Content” means User Content created by or on behalf of Client or its Authorized Users.

1.11. “Client Data” means User Data attributable to Client or its Authorized Users.

1.12. “Communications” means email, calls, SMS/MMS messages, or other communications transmitted, sent, received, or facilitated through the Service.

1.13. “Data Privacy Addendum” or “DPA” means a data privacy addendum executed by and between Onflo and Client.

1.14. “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

1.15. “Onflo Client Solutions” means the products and services offered by Onflo to its Clients from time to time, including without limitation the Onflo Platform, IT Asset Management (ITAM), IT Service Management (ITSM), Professional Services, AI Agent Services, and any other software, platform, or service offerings that Onflo may make available, now or in the future.

1.16. “Onflo Intellectual Property” means all right, title, and interest in and to the Service, and all software and materials and all Intellectual Property Rights related thereto, including registered and unregistered, domestic and foreign trademarks, service marks, trademark applications, service mark applications, trade names, patents, patent applications, copyrights, copyright applications, discoveries, know-how, trade secrets, algorithms, and user interfaces of and relating to the Service.

1.17. “Overage Usage” means usage in excess of the limits specified in the applicable SOF.

1.18. “Privacy Policy” means Onflo’s privacy policy, available at <https://www.onflo.com/legal/privacy-policy> or such page or link as may be specified by Onflo from time to time.

1.19. “Professional Services” means training in customer service or other consulting or professional services as described and set forth in an applicable SOF.

1.20. “Sales Order Form” or “SOF” means the ordering document specifying the Service, Subscription Period, fees, and other commercial terms, executed by Onflo and Client.

1.21. “Security Incident” means an event in which an unauthorized party gains access to or has been disclosed personal information.

1.22. “Student Data” has the meaning set forth in Section 7.1.

1.23. “Subscription” means Client’s subscription to the Service as set forth in the applicable SOF.

1.24. “Subscription Period” means the duration of Client’s Subscription to the Service as stated in the applicable SOF.

1.25. “Term” means the Subscription Period or, if the applicable SOF specifies a duration under “Dates and Terms of Initial Contract” that differs from the Subscription Period, the duration of the applicable SOF as stated under “Dates and Terms of Initial Contract” in such SOF.

1.26. “Taxes” means any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, goods and service, use, or withholding taxes, assessable by any jurisdiction whatsoever.

1.27. “User Content” has the meaning set forth in Section 5.1.

1.28. “User Data” has the meaning set forth in Section 6.1.

1.29. “Users” means Clients, parents, students, Authorized Users, and any other visitor, user, or other individual who accesses or otherwise uses the Service whether or not they have an account.

1.30. “Voice Data” has the meaning set forth in Section 2.3 of the AI Addendum.

2. ELIGIBILITY, LICENSE, AND USER ACCOUNTS.

2.1. Eligibility. Client may use the Service only if Client can form a binding contract with Onflo, and only in compliance with this Agreement and all applicable laws, rules, and regulations.

2.2. Limited License. Subject to the terms of this Agreement, Onflo hereby grants Client a nonexclusive, limited, non-transferable, and revocable (in accordance with this Agreement) license to use the Service as permitted by this Agreement and the features of the Service. Onflo reserves all rights not expressly granted herein in the Service. Client acknowledges and agrees that the Service is licensed, not sold, and that, except as explicitly provided in Sections 5, 6, and 7, no ownership interest in the Service or any digital good provided through the Service is transferred to Client.

Client's right to use the Service is limited to the Subscription Period specified in the applicable SOF and is subject to continued payment and compliance with this Agreement.

2.3. User Accounts.

2.3.1. If Client opens an account on behalf of an entity, "Client" and "you" includes that entity and its Authorized Users, and the person opening the account represents and warrants that they are an authorized representative with authority to bind the entity to this Agreement.

2.3.2. Authorized Users must create their own accounts and separately agree to be bound by this Agreement. Each account may only be used by one individual.

2.3.3. Client shall provide accurate and complete account information and keep it current. Client is solely responsible for all activity on its account, shall keep its password secure, and shall notify Onflo immediately of any breach of security or unauthorized use. Onflo shall not be liable for losses caused by unauthorized use of Client's account.

3. TERM.

3.1. If Client has entered into an SOF, Client is entitled to use the Service only for the applicable duration stated in the SOF and subject to the Payment Obligations in Section 8.

3.2. Unless specified otherwise in the applicable SOF, upon expiry of the last Subscription Period listed under "Dates and Terms of Initial Contract" in the applicable SOF, the subscription-based services under such SOF shall expire and shall not renew automatically. The parties may agree in writing to renew for additional periods. Neither party may cancel or otherwise prevent renewal of an SOF for the Term(s) listed under "Dates and Terms of Initial Contract" in the applicable SOF, and Onflo may not increase the price for such period.

3.3. Client shall not be entitled to continue using the applicable Service(s) upon: (i) expiration of the applicable SOF, unless the parties agree in writing to renew or execute a new SOF; (ii) expiry or termination of this Agreement; or (iii) termination of the applicable SOF. Client shall remain liable for any unpaid fees, dues, or amounts. Onflo shall not be liable to refund Client for cancellation of renewal by either party.

4. PRIVACY POLICY. Client understands that by using the Service, Client consents to the collection, use, retention, and disclosure of its personally identifiable information and aggregate and anonymized data as set forth in the Privacy Policy, and to have its personal information collected, used, transferred to, and processed in the United States.

5. USER CONTENT.

5.1. Certain areas of the Service allow Users to submit, post, transmit, display, provide, or otherwise make available content such as videos, images, music, comments, questions, asset data, configuration files, service request details, and other content or information (collectively, "**User Content**").

5.2. Onflo claims no ownership rights over User Content created by Client or its Authorized Users. Such User Content remains Client's property. Client shall be solely responsible for the accuracy, quality, integrity, and legality of User Content, including applicable laws and regulations concerning

content that is part of ITAM or ITSM services, the means by which Client acquired it, and the consequences of posting, transmitting, sharing, or otherwise making it available on or through the Service. Onflo acts only as a passive conduit for Client's distribution and publication of User Content.

5.3. By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, Client hereby expressly grants, and represents and warrants that Client has all rights necessary to grant, to Onflo a worldwide, royalty-free, sublicensable, transferable, non-exclusive license to use, reproduce, modify, adapt, create derivative works, and otherwise use Client's User Content solely for the purpose of providing, maintaining, securing, supporting, and improving the Service to Client and as otherwise permitted by this Agreement and the Privacy Policy.

5.4. In connection with User Content, Client affirms, represents, and warrants the following:

- (a)** Client has the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released Client from any liability that may arise in relation to such use.
- (b)** Client has obtained and is solely responsible for obtaining all consents as may be required by law to submit any User Content relating to third parties.
- (c)** Client's User Content and Onflo's use thereof as contemplated by this Agreement and the Service shall not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- (d)** Onflo may exercise the rights to Client's User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- (e)** To the best of Client's knowledge, all User Content and other information that Client provides to Onflo is truthful and accurate.

6. USER DATA.

6.1. User Data. Certain areas of the Service may allow Onflo to collect personal information or data from or about a Client's Authorized Users, parents, students, community members, or other Users' IT assets (such as hardware configurations, software versions, and usage statistics), IT service data (including incident logs, ticket information, and service performance metrics), messages, Communications, Voice Data collected through AI Agent Services, including transcriptions, recordings, and metadata associated with voice Communications, and user contact details (collectively, "**User Data**"). The Privacy Policy explains how Onflo collects, maintains, uses, discloses, and deletes User Data.

6.2. Ownership and License. As between Client and Onflo, Client owns and shall retain all right, title, and interest (including all Intellectual Property Rights) in and to User Data; however, by submitting or causing to be submitted User Data to Onflo, Client hereby grants, and represents and

warrants that Client has all rights necessary to grant, all rights and licenses to the User Data required for Onflo and its subcontractors and service providers to provide the Service.

6.3. User Data Restrictions. Client shall not submit, or cause to be submitted, any User Data that includes a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial, or health information, or any other information which may be subject to specific data privacy and security laws including, but not limited to, the Gramm-Leach-Bliley Act ("**GLBA**"), or the Health Insurance Portability and Accountability Act ("**HIPAA**"), or which could give rise to notification obligations under data breach notification laws, without Onflo's prior written approval. If Onflo becomes aware that Client has submitted User Data in violation of this Section, Onflo shall promptly notify Client and cooperate with Client to delete or secure such data. Onflo is not obligated to audit or monitor User Data for compliance with this Section.

6.4. Responsibility for User Data. Client bears sole responsibility for adequate security and protection of User Data when in Client's or its Authorized Users' possession or control. Except as expressly set forth in this Agreement, Onflo shall not be responsible for any backup, recovery, or other steps required to ensure that User Data is recoverable. Client is solely responsible for backing up User Data and for compliance with breach notification laws. Onflo's commercially reasonable efforts to restore lost or corrupted User Data pursuant to this Section shall constitute Onflo's sole liability and Client's sole and exclusive remedy in the event of any loss or corruption of User Data.

7. STUDENT DATA.

7.1. Student Data. This Section 7 applies to a School Client's use of the Service. When the Service is used by a School Client for an educational purpose, Onflo may collect or have access to User Data provided by the School or by a student, parent, or guardian that contains Student Data. "**Student Data**" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("**FERPA**"). Student Data does not include "directory information" as defined by FERPA unless the School Client has designated such information as directory information that may be disclosed and has provided the required public notice. Onflo shall treat any directory information received through the Service as Student Data unless the School Client directs otherwise in writing.

7.2. Ownership and Control. The School Client, and not Onflo, owns and controls the Student Data. For purposes of the school official exception under FERPA (34 CFR 99.31(a)(1)), Onflo: (i) performs a service or function that the School Client would otherwise use its own employees to perform; (ii) is subject to the School Client's direct control regarding the use and maintenance of Student Data; and (iii) uses Student Data only for the authorized purposes for which it was disclosed. School Client authorizes Onflo to access, collect, transmit, modify, display, and store Student Data for the purpose of providing the Service and as described in this Agreement and the Privacy Policy. School Client may provide Student Data manually or permit Onflo to access Student Data automatically, for example, if School Client chooses to integrate its Student Information System ("**SIS**") with the Service. School Client additionally authorizes Onflo to collect Student Data directly from students, parents, guardians, and Authorized Users of the Service. School Client

represents and warrants that it has the authority to provide Student Data to the Service and that it has provided all necessary disclosures to individuals regarding its sharing of Student Data with Onflo for this purpose. The School Client is responsible for ensuring its annual FERPA notice identifies Onflo (or its vendor category) as a party that may receive education records without consent under the school official exception or clearly defines the criteria for such designation.

7.3. Compliance with Laws. Onflo shall access and process Student Data as a “school official,” as that term is defined by FERPA. Individually and collectively with School Clients and Authorized Users, Onflo agrees to uphold its obligations under FERPA, the Protection of Pupil Rights Amendment (“PPRA”), the Children’s Online Privacy Protection Act (“COPPA”), applicable state laws relating to student data privacy, including without limitation SOPIPA and California AB 1584, and with all other laws and regulations governing the protection of personal information. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends Communications through the Service to children under the age of 13, School Client represents and warrants that it has the authority to provide the requisite consent for Onflo to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA. The School Client is responsible for providing appropriate disclosures and obtaining verifiable parental consent before directing children under 13 to interact with Onflo’s services.

7.4. Use of Student Data. By submitting or providing Onflo access to Student Data, School Client agrees that Onflo may use the Student Data solely for the purposes of (a) providing the Service, (b) maintaining, supporting, evaluating, and improving the Service, (c) enforcing Onflo’s rights under this Agreement, and (d) as permitted with a School Client’s or User’s consent. School Client agrees that both before and after the term of this Agreement, Onflo may collect, analyze, and use data derived from Student Data and Voice Data as well as data about Users’ access and use of the Service, for the purpose of operating, analyzing, or improving the Service (to the extent not prohibited by applicable law), and for developing new products or services, conducting research, or marketing the Service only to the extent that such data has been de-identified and/or anonymized in accordance with the standards set forth in the Privacy Policy and such uses are not prohibited by applicable state student data privacy laws; provided that Onflo may not share or publicly disclose information that is derived from Student Data or Voice Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

7.5. Restrictions on the Use of Student Data. Onflo shall not sell, disclose, transfer, share, or rent any Student Data obtained under this Agreement in a manner that could identify an individual student to any entity other than the School Client or Authorized Users except to the extent set forth in this Agreement, and as otherwise directed by a School Client or User or permitted by law, or as part of a merger, acquisition, bankruptcy, or other sale of assets, in which case Onflo shall require the successor entity to honor the terms of this Agreement and the Privacy Policy, or shall provide the School Client with notice and an opportunity to opt-out by deleting Student Data before the transfer occurs.

7.6. Restrictions on the Use of Student Data for Advertising. Onflo is prohibited from using Student Data to: (i) advertise or market to students or to direct targeted online advertising to students, and (ii) develop a profile of a student, parent/guardian, or group, other than for the purpose of providing the Services or as authorized by a School Client or by a parent/guardian. Nothing shall prohibit Onflo from engaging in other types of advertising and promotional activity, such as advertising educational products on third-party websites and online services or recommending additional services to school employees, so long as Onflo does not use Student Data to direct such advertisements.

7.7. Disclosure of Student Data to Third Parties. School Client acknowledges and agrees that Onflo may provide access to Student Data to Onflo's employees and service providers that have a legitimate need to access such information in order to provide their services to Onflo. Onflo and its employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data shall be required to maintain the confidentiality of such data. Onflo may share Student Data with third parties through the Service as directed by a School Client or an Authorized User with authority over such Student Data, which includes sharing Student Data with Authorized Users who are authorized to access messages and content sent through the Service. School Client acknowledges that Onflo is not responsible for the data practices of third parties authorized or directed by School Client or its Authorized Users to receive or access Student Data through the Service, and that School Client is solely responsible for the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Service.

7.8. Student Data Access and Deletion Requests.

7.8.1. Onflo shall delete Student Data upon request from a School Client or an Authorized User with authority over such Student Data, except that Onflo shall not be required to delete content or data a User shared to public areas of the Service.

7.8.2. A parent or student over the age of 18 seeking to access, modify, correct, or delete Student Data shall be instructed to contact the School Client or an Authorized User to discuss data deletion or modification.

7.8.3. Unless otherwise specified in writing, Onflo shall delete or de-identify Student Data within ninety (90) days after termination of a School Client's agreement, in accordance with Onflo's data deletion and destruction practices, unless School Client provides Onflo with a written request to delete such data prior to the ninety (90) days. School Client may delete, download, or retrieve Student Data at any time during the Term and for up to thirty (30) days thereafter within its account on the Service. The School Client is responsible for maintaining Student Data that it provides to Onflo and deleting Student Data which the School Client no longer needs for an educational purpose. For additional data retention and deletion practices, see the Privacy Policy, Section 8.

7.9. Data Security and Breach Notification.

7.9.1. Onflo has implemented administrative, physical, and technical safeguards designed to secure the Student Data in Onflo's possession and control from unauthorized access, disclosure, and use.

7.9.2. In the event of a Security Incident, Onflo shall promptly notify the School Client. If, due to a Security Incident which is caused by the acts or omissions of Onflo or its agents, a notification to an individual, organization, or government agency is required under applicable privacy laws, the School Client shall be responsible for the timing, content, and method of any such legally required notice and compliance with such laws, and Onflo shall indemnify the School Client for the reasonable costs related to legally-required notifications.

7.9.3. With respect to any Security Incident which is not caused by the acts or omissions of Onflo or its agents, Onflo shall reasonably cooperate with School Client's investigation of the Security Incident, at the School Client's request and at School Client's reasonable expense, but Onflo shall not indemnify the School Client for costs associated with such Security Incident. For a description of Onflo's breach notification procedures, see the Privacy Policy, Section 9.3.

7.10. Agreement Changes with Respect to Student Data. Onflo shall use its best efforts to provide School Clients at least thirty (30) days' notice of a change that may involve collecting, using, storing, or sharing Student Data in a materially different way than was disclosed in the previous Agreement, so that School Client has sufficient time to evaluate the change in practice. If School Client does not choose to accept the changes, School Client may opt-out by discontinuing its use of the Service and deleting its accounts and Student Data before the changes take effect.

8. PAYMENT OBLIGATIONS.

8.1. Subscriptions. If Client is paying for the Service, some Services are billed on a subscription basis ("**Subscriptions**"). Client shall be billed in advance on a recurring, periodic basis (each period is a "Billing Cycle"). Billing Cycles commence on the Contract Start and correspond with the "Billed On" and "Due By" dates stated in the SOF. Payment for the first year of multi-year contracts shall be Billed On the signing of the SOF and shall be Due By thirty (30) days from the Billed On date.

8.2. Fees for Services. Client shall pay all fees stated in the applicable SOF on the dates specified in the SOF.

8.3. Usage-Based Fees. If Client has subscribed to or licensed any service that requires usage-based payment or has per-unit pricing, such as AI Agent Services, fees shall be calculated on the basis set forth in the applicable SOF. Overage Usage shall be charged additional amounts as specified in the SOF. Onflo shall provide Client with reasonable visibility into usage levels through the Service dashboard or periodic usage reports.

8.4. Refunds. Fees associated with the Service are non-cancellable and non-refundable, except that (a) if Onflo terminates this Agreement for convenience, Onflo shall refund a pro-rated portion of any prepaid fees for the unused portion of the Subscription Period, and (b) if Client terminates for a material breach by Onflo that is not cured, Onflo shall refund a pro-rated portion of any prepaid fees for the unused portion of the Subscription Period.

8.5. Nonpayment. Onflo may charge a late fee of one and a half percent (1.5%) per month on any balance that remains unpaid after the Due By date. Failure to pay any invoice within sixty (60) days of the Due By date is a material breach of this Agreement that entitles Onflo to immediately suspend or terminate the Service without further notice and demand payment in full for all outstanding amounts, including payments owed through the duration of the final Contract End Date and accrued late fees.

8.6. Price Changes. The fees associated with the Service shall remain as indicated in the SOF.

8.7. Taxes. The fees do not include any Taxes. Client is responsible for paying all Taxes associated with its payment for services. If Onflo has a legal obligation to pay or collect Taxes for which Client is responsible under this Section, Onflo shall invoice Client and Client shall pay that amount unless Client provides Onflo with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.8. Credit Card Transaction Fees. If Client pays by credit card, Onflo may charge a transaction fee not exceeding the actual processing cost incurred, and in no event exceeding the maximum amount permitted by applicable law. If applicable law prohibits credit card surcharges, no transaction fee shall be charged.

9. SERVICES.

9.1. Services. If Client is a party to an applicable SOF, Onflo shall provide one or more of the following Services as set forth in the applicable SOF:

9.1.1. Onflo™ Platform

9.1.2. IT Asset Management (ITAM)

9.1.3. IT Service Management (ITSM)

9.1.4. Professional Services

9.1.5. Onflo reserves the right to charge additional fees for additional optional features within the Onflo Platform Subscription, as set forth in the applicable SOF.

9.2. Acceptable Use. Client and its Authorized Users shall comply with the AUP, which is incorporated by reference into this Agreement. Any use of the Service in breach of the AUP may result in suspension or termination of the Service in accordance with the AUP and Section 18 of this Agreement; provided, however, that Onflo may immediately suspend Client's access to the Service in accordance with Section 4 of the AUP where Onflo reasonably determines that such action is necessary to protect the Service, Onflo, or other Users from harm, without limiting Onflo's rights or remedies under Section 18.

9.3. AI Agent Services. If Client subscribes to AI Agent Services, Client shall comply with the AI Addendum, which is incorporated by reference into this Agreement.

9.4. Additional Obligations for Calls and Messaging. If Client uses the Service to transmit, send, receive, or facilitate Communications or causes or induces such Communications to be sent through the Service, the following additional terms apply:

9.4.1. Client shall at all times comply with the Calling Laws.

9.4.2. As between Client and Onflo, Client is the initiator and sender of any call, SMS/MMS message, email, or other Communication transmitted through the Service and is responsible for all content relating to, inducing, or encouraging Communications to take place. Client is responsible for all activity occurring under its and its Authorized Users' accounts, including unauthorized use by any third party.

9.4.3. Client agrees to familiarize itself with and abide by all applicable laws and regulations restricting certain types of phone calls and/or SMS or MMS messages, and is solely responsible for compliance with such laws for all Communications and content sent, initiated, or transmitted through the Service. Onflo is not responsible for reviewing the contents of any Communication transmitted through the Service or for obtaining any necessary consents or permissions from recipients. Client warrants that it has all necessary consents and permissions to transmit Communications to recipients and shall not transmit or cause to be transmitted Communications to recipients who have unsubscribed, withdrawn consent, or otherwise opted-out.

9.5. Additional Obligations for Professional Services. If Client has engaged Professional Services under an applicable SOF, Client shall: (a) appoint one member of its staff to serve as Onflo's Point of Contact ("**POC**"); (b) provide a reasonable timeline for all projects; (c) attend and actively participate in meetings with Onflo staff or representatives; (d) provide timely feedback for all content where Onflo staff explicitly request feedback; and (e) participate in Service-specific training conducted by Onflo.

9.6. Accessibility. Onflo is committed to making the Service accessible to individuals with disabilities. Onflo will use commercially reasonable efforts to conform the Service to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, and will cooperate with Clients to address specific accessibility needs as required by Section 508 of the Rehabilitation Act and Title III of the Americans with Disabilities Act. Upon request, Onflo will provide a Voluntary Product Accessibility Template (VPAT) or equivalent accessibility conformance report.

9.7. CIPA Compliance. To the extent the Service is used by School Clients in a manner subject to the Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h), Onflo will cooperate with the School Client to support the School Client's CIPA compliance obligations, including providing technology protection measures as mutually agreed upon in the applicable SOF. School Clients are solely responsible for monitoring and certifying CIPA compliance to the relevant funding authority.

10. CHANGES TO SERVICES.

10.1. Service Modifications and Retirement. Onflo may from time to time make modifications to the Service, including software upgrades and releases, and may add, alter, or remove functionality at any time without prior notice, provided that any such changes do not materially degrade the core features included in Client's subscribed Services. Onflo may also limit, suspend, or discontinue a Service at its discretion, provided that in the event of discontinuation of a subscribed Service, Onflo shall (a) provide Client a reasonable opportunity to export Client Data from such Service, and (b)

refund to Client any prepaid fees covering the remainder of the Subscription Period for the discontinued Service on a pro-rated basis. Onflo owns all right, title, and interest in and to any such modifications.

10.2. New Services. Onflo may introduce new products and services. If such services are not included in Client's existing Subscription or SOF, Onflo reserves the sole discretion to decide whether to make them available to Client, at additional cost or included within the Subscription license.

11. PROPRIETARY RIGHTS.

11.1. Onflo Intellectual Property. Except for User Content and User Data, Onflo owns all right, title, and interest in and to the Service, and all software and materials and all Intellectual Property Rights related thereto, as set forth in the definition of Onflo Intellectual Property in Section 1.16.

11.2. Maintaining Onflo Intellectual Property. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any Onflo Intellectual Property, and Client agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Onflo Intellectual Property. Use of Onflo Intellectual Property for any purpose not expressly permitted by this Agreement is strictly prohibited without Onflo's prior written consent.

11.3. Feedback. Client may choose to, or Onflo may invite Client to submit comments or ideas about the Service, including without limitation about how to improve the Service or Onflo's products ("**Ideas**"). By submitting any Idea, Client agrees that its disclosure is gratuitous, unsolicited, and without restriction and shall not place Onflo under any fiduciary or other obligation, and that Onflo is free to use the Idea without any additional compensation to Client, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Client further acknowledges that, by acceptance of its submission, Onflo does not waive any rights to use similar or related ideas previously known to Onflo, or developed by its employees, or obtained from sources other than Client.

11.4. Marketing. Onflo shall not use Client's name, logo, trademarks, or Client Data for marketing or promotional purposes without Client's prior written consent. Onflo may include Client in a general customer list unless Client requests otherwise.

12. COPYRIGHT COMPLAINTS.

12.1. It is Onflo's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**"). If Client believes that its copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, Client may notify Onflo's copyright agent as set forth in the DMCA. For a complaint to be valid under the DMCA, Client must provide the following information in writing:

- (a) An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- (b) Identification of the copyrighted work that Client claims has been infringed;

- (c) Identification of the material that is claimed to be infringing and where it is located on the Service;
- (d) Information reasonably sufficient to permit Onflo to contact Client, such as address, telephone number, and email address;
- (e) A statement that Client has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- (f) A statement made under penalty of perjury, that the above information is accurate, and that Client is the copyright owner or is authorized to act on behalf of the owner.

12.2. The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice Onflo

Address: 2291 Wood Oak Drive, Suite 300, Herndon, VA 20171

Telephone: (703) 542-9600

Fax: (703) 935-1403

Email: privacy@onflo.com

12.3. UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

12.4. This procedure is exclusively for notifying Onflo and its affiliates of alleged copyright infringement and does not constitute legal advice. Onflo has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers, and may limit access to the Service or terminate accounts of any Users who infringe any Intellectual Property Rights of others.

13. SECURITY.

13.1. Onflo undertakes commercially reasonable administrative, technical, and organizational safeguards to ensure the security and confidentiality of Client Data in compliance with relevant privacy, security, and data protection legislation. Onflo cannot guarantee that unauthorized third parties will never defeat its security measures. Client acknowledges that it provides personal information at its own risk. For additional detail on Onflo's security practices, see the Privacy Policy, Section 9.

13.2. Client shall promptly notify Onflo of any suspected or confirmed security breach affecting data processed through the Service, including unauthorized access to Client systems that may compromise such data, by contacting privacy@onflo.com.

14. THIRD-PARTY WEBSITES AND RESOURCES. The Service may provide links to other websites or resources. Onflo is not responsible for the availability of such external sites or resources, and does not endorse or warrant any content, advertising, products, or materials available from such

sites. Client acknowledges that Onflo shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with use of or reliance on any such content, goods, or services.

15. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

15.1. Limited Warranty. Onflo represents and warrants that any Professional Services shall be provided in a workmanlike manner that conforms to the relevant, prevailing industry standards.

15.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, ONFLO PROVIDES THE SERVICE AS IS AND ON AN AS AVAILABLE BASIS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, DATA ACCURACY, AND QUIET ENJOYMENT. CLIENT UNDERSTANDS THAT ONFLO IS DEPENDENT ON CERTAIN THIRD PARTIES AND ON MATTERS OUTSIDE ITS CONTROL FOR DELIVERING THE SERVICE. ONFLO EXPRESSLY DISCLAIMS THAT THE SERVICE SHALL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, ERROR-FREE, ACCURATE, OR RELIABLE. ANY MATERIAL OR DATA OBTAINED OR DOWNLOADED THROUGH THE SERVICE, INCLUDING USER RESPONSES, CUSTOMER FEEDBACK, MOBILE APPLICATIONS, REPORTS, AND DASHBOARDS, IS DONE AT CLIENT'S OWN RISK AND CLIENT SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY SUCH MATERIAL, INCLUDING ANY LOSS OF DATA OR DAMAGE TO CLIENT'S COMPUTER SYSTEMS. ONFLO SHALL NOT BE RESPONSIBLE FOR CLIENT'S FAILURE TO STORE, DOWNLOAD, OR BACKUP ITS DATA. CLIENT SHALL REMAIN RESPONSIBLE TO EVALUATE THE ACCURACY, RELIABILITY, COMPLETENESS, AND USEFULNESS OF ANY AND ALL CONTENT DELIVERED THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM ONFLO OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

15.3. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) ONFLO'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONETARY DAMAGES, AND IN NO EVENT WILL THE AMOUNT OF SUCH DAMAGES EXCEED \$100 OR THE AGGREGATE FEES PAID BY CLIENT WITHIN THE PAST YEAR OF SERVICE UP TO A MAXIMUM OF \$5,000, WHICHEVER IS GREATER, AND (B) IN NO EVENT WILL ONFLO BE LIABLE FOR PROVIDING SUBSTITUTE SERVICES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOST PROFITS, LOST REVENUE, LOST DATA, INABILITY TO USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ONFLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

CLIENT ACKNOWLEDGES THAT ONFLO HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITY, AND THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 15, AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES. IN THE EVENT OF ANY MODIFICATION TO, OR DELETION FROM, THIS SECTION 15 IN OR THROUGH ANY AGREEMENT EXECUTED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT, ONFLO RESERVES THE RIGHT TO INCREASE THE FEES AND/OR CHARGES FOR ITS SERVICES SPECIFIED IN OR UNDER ANY AND/OR ALL PROPOSALS, SOF AND/OR OTHER AGREEMENTS OR DOCUMENTS BY UP TO TWENTY-FIVE PER CENT (25%).

15.4. EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. INDEMNITY.

16.1. Client Indemnification Obligations. To the fullest extent permitted by applicable law, Client agrees to indemnify and hold harmless Onflo and its directors, officers, employees, and agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) content Client submits, posts, transmits, or makes available through the Service, including without limitation User Content and User Data; (b) Client's use, misuse, or access to the Service; (c) Client's connection to the Service; (d) Client's violation of this Agreement, including without limitation Client's breach of any representations and warranties; (e) Client's violation of any applicable law or the rights of another person or entity; (f) Client's willful misconduct; (g) any other party's access and use of the Service with Client's unique username, password, or other appropriate security code; (h) Client's failure to comply with applicable software licensing or organizational policies regarding IT assets; (i) any unauthorized or unlawful use of IT assets tracked or managed under ITAM services; or (j) any claims arising from third-party IT services or infrastructure under Client's control. Onflo reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Client is required to indemnify Onflo, and Client agrees to cooperate with Onflo's defense of these claims.

16.2. Onflo's Indemnification Obligations. Onflo agrees to indemnify, defend, and hold harmless Client and its directors, officers, employees, and agents against third-party claims (a) that the Service (in the form provided and when used in accordance with the terms of this Agreement) infringes any U.S. patent or trademark; or (b) caused by Onflo's gross negligence. However, Onflo's obligation to indemnify shall not apply to any claims resulting from Client's willful misconduct or negligence. As a condition to Onflo's defense and indemnification, Client shall provide Onflo with prompt written

notice of any claims and permit Onflo to control the defense, settlement, adjustment, or compromise of any such claim.

16.3. Infringing Services. If any Service becomes, or in Onflo's opinion is likely to become, the subject of a claim of infringement, Onflo shall provide Client with notice and the right to continue to use that Service or replace or modify the Service so it is no longer infringing. If neither of the foregoing is commercially and reasonably available to Onflo, Client shall immediately stop using the Service and return all materials relating to the Service to Onflo, and, if applicable, Onflo shall refund any pro-rated unused fees paid for the infringing Service based on the remaining contracted period under an SOF. Onflo shall have no obligation or liability hereunder for any claim resulting from: (a) modification of the Services by any party other than Onflo; (b) modification of the Service by Onflo in accordance with Client's designs, specifications, or instructions; (c) use other than as granted in this Agreement; or (d) use of a superseded version of the Services if the infringement claim could have been avoided by using a current version available to Client.

17. CONFIDENTIAL INFORMATION.

17.1. Defining Confidential Information. The provision of the Service may require the use and disclosure of certain confidential information. Each party shall hold in confidence and shall not use or disclose to any third party, or use for any purpose other than as expressly authorized in this Agreement, the terms and pricing of the Service under this Agreement, any software or documentation related to the Service, Onflo sample questions and templates, trade secrets, technical know-how, inventions, materials, product development plans, pricing, marketing plans, client lists and email addresses, whether disclosed orally or in writing, or other information understood to be a party's confidential information (collectively, "**Confidential Information**"). Confidential Information does not include information that: (a) is known to the receiving party prior to any disclosure and can be so proven by written records; (b) is received at any time by the receiving party in good faith from a third party lawfully in possession of it and having the right to disclose the same, and can be so proven by written records; (c) is as of the date of receipt by the receiving party in the public domain or subsequently enters the public domain other than by reason of acts or omissions of the receiving party's employees or agents, which acts or omissions have not been consented to by the disclosing party, and can be so proven by written records; (d) becomes publicly available through no fault of the receiving party's own; or (e) is independently developed by or on behalf of the receiving party without resort to the disclosing party's Confidential Information as can be shown by reasonable documentary evidence.

18. TERMINATION.

18.1. Termination. If Client has an existing SOF, Client may terminate this Agreement before the expiration of the Term set forth in the applicable SOF only for a material breach by Onflo that is not cured within thirty (30) days following written notice of such material breach. Onflo may terminate this Agreement: (i) for a material breach by Client that is not cured within thirty (30) days following written notice of such material breach, or (ii) for convenience upon ninety (90) days' prior written notice to Client, provided that in the event of a termination for convenience, Onflo shall (a) refund to Client a pro-rated portion of any prepaid fees for the unused portion of the Subscription

Period, and (b) provide Client with an extended duration of data retrieval rights for up to ninety (90) days following termination.

18.2. Ceasing Services. Upon expiration or termination of this Agreement, Client shall cease using the Service and related materials immediately.

18.3. End of the Term or Subscription. If Client has a Subscription and it expires or terminates, the account no longer permits access to the Service. However, Onflo may, at its sole discretion, permit continued, limited access for Authorized Users of the account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. During the term of a Subscription, Client may download or export its data at any time through its account. Within thirty (30) days following termination or expiration, Client may request that Onflo provide an export of its data in a standard, machine-readable format by contacting Onflo support, as further described in Section 18.4. If Client wishes to save or maintain any data, Client must download such data or request an export before the expiration of the thirty (30)-day post-termination period. Once the Subscription ends and the thirty (30)-day post-termination period has expired, Onflo may delete Client Content and Client Data relating to an account in accordance with this Agreement and the Privacy Policy. For data deletion timelines, see Section 7.8 and the Privacy Policy, Section 8. It is Client's responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

18.4. Data Exports. Upon termination or expiration of this Agreement, Onflo shall cooperate with Client to facilitate an orderly transition to a successor provider by providing Client with: (a) the ability to export data in standard, machine-readable formats during the Term of an applicable SOF; and (b) data export in a standard machine-readable format upon request within thirty (30) days following termination at no additional charge.

18.5. Survival. The following provisions shall survive any expiration or termination of this Agreement: Section 1 (Definitions), Section 5 (User Content), Section 6 (User Data), Section 7 (Student Data), Section 8.5 (Nonpayment), Section 8.7 (Taxes), Section 11 (Proprietary Rights), Section 12 (Copyright Complaints), Section 15 (Disclaimers and Limitations of Liability), Section 16 (Indemnity), Section 17 (Confidential Information), Section 18.4 (Data Exports), this Section 18.5 (Survival), and Section 20 (General Provisions). The provisions of the AUP and the AI Addendum that by their nature should survive termination, including without limitation use restrictions, confidentiality, disclaimers, and liability limitations, shall also survive.

19. MOBILE APPLICATIONS.

19.1. License to the App. Onflo may make available software to access the Service via a mobile application (the **"App"**). Client must have a compatible mobile device; Onflo does not warrant compatibility with Client's device. Client is solely responsible for any wireless provider charges for mobile data used in connection with the App. Onflo grants Client a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App consistent with this Agreement and the applicable SOF. Client shall not: (a) modify, disassemble, decompile, or reverse engineer the App, except to the extent expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute, or

otherwise transfer the App to any third party or use it to provide time-sharing or similar services; (c) make copies of the App; (d) remove, circumvent, or interfere with security-related features or limitations on use of the App; or (e) delete copyright or proprietary rights notices. Onflo may issue upgraded versions and automatically upgrade the App on Client's device. This license is not a sale of the App.

19.2. Additional Terms for App from Apple Store. The following applies to any App Client acquires from the Apple App Store ("**Apple-Sourced Software**"): This Agreement is solely between Client and Onflo, not Apple, Inc. ("**Apple**"). Apple has no responsibility for the Apple-Sourced Software or its content. Client's use must comply with the App Store Terms of Service. Apple has no obligation to furnish maintenance or support. If the Apple-Sourced Software fails to conform to any applicable warranty, Client may notify Apple, and Apple shall refund the purchase price; to the maximum extent permitted by law, Apple shall have no other warranty obligation, and all other claims shall be governed solely by this Agreement. Apple is not responsible for addressing claims relating to the Apple-Sourced Software, including product liability, regulatory compliance, or consumer protection claims. Onflo, not Apple, shall be solely responsible for any third-party infringement claim relating to the Apple-Sourced Software.

19.3. Mobile Applications from Google Play Store. The following applies to any Mobile Applications Client acquires from the Google Play Store ("**Google-Sourced Software**"): This Agreement is between Client and Onflo only, not with Google, Inc. ("**Google**"). Client's use must comply with Google's then-current Google Play Store Terms of Service. Onflo, not Google, is solely responsible for the Google-Sourced Software. Google has no obligation or liability to Client with respect to the Google-Sourced Software. Client acknowledges that Google is a third-party beneficiary to this Agreement as it relates to Onflo's Google-Sourced Software.

20. GENERAL PROVISIONS.

20.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its own or other conflict of law principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Client agrees to submit to the personal jurisdiction of the federal and state courts located in Fairfax County, Virginia for any actions for which Onflo retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of Onflo's copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. Client agrees that Fairfax County, Virginia is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable. Notwithstanding the foregoing, if Client is a public educational entity, any litigation (to the extent arbitration does not apply) shall be brought in the

federal or state courts of competent jurisdiction in the state in which the Client is located, and the laws of such state shall govern any claims arising under that Client's state student data privacy laws.

20.2. Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH CLIENT CAN SEEK RELIEF FROM ONFLO. For any dispute with Onflo, Client agrees to first contact Onflo at privacy@onflo.com and attempt to resolve the dispute with Onflo informally. In the unlikely event that Onflo has not been able to resolve a dispute it has with Client after sixty (60) days, each party agrees to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, **"Claims"**), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration shall be conducted in Fairfax County, Virginia, unless Client and Onflo agree otherwise. If Client is using the Service for commercial purposes, each party shall be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses. If Client is an individual using the Service for non-commercial purposes: (a) JAMS may require Client to pay a fee for the initiation of its case, unless Client applies for and successfully obtains a fee waiver from JAMS; (b) the award rendered by the arbitrator may include Client's costs of arbitration, Client's reasonable attorney's fees, and Client's reasonable costs for expert and other witnesses; and (c) Client may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve Client of its commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Either party may seek provisional relief (including without limitation a temporary restraining order or preliminary injunction) from any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights. This Agreement shall not prevent either party from seeking provisional remedies before a court of competent jurisdiction.

20.3. Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS ONFLO AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. CLIENT AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CLIENT AND ONFLO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

20.4. Entire Agreement; Order of Precedence. This Agreement, the Privacy Policy, any applicable SOF, the AUP, the AI Addendum, and any Data Privacy Addendum executed by and between Onflo and Client, together with any additional agreements referenced herein or that Client may enter into with Onflo in connection with the Service, represents the entire final agreement between the parties and supersedes all prior agreements relating to the use of the Service, whether written or oral; any terms and conditions appearing on a purchase order, click-through agreement, or similar document issued by Client that are inconsistent with or in addition to this Agreement do not apply to the Service, do not override or form a part of this Agreement, and are void, except that a Data Privacy Addendum executed by and between the parties shall not be deemed a “similar document” for purposes of this sentence. In the event of any conflict between or among the documents comprising this Agreement, the following order of precedence shall apply: (1) any Data Privacy Addendum (DPA) executed between the parties shall control over all other documents with respect to Student Data privacy, security, breach notification, and data handling; (2) the applicable SOF shall control over this Agreement, the AUP, the AI Addendum, and the Privacy Policy with respect to commercial terms (fees, service descriptions, Subscription periods, service levels); (3) this Agreement shall control over the AUP, the AI Addendum, and the Privacy Policy on all matters other than those governed by priorities (1) and (2); (4) the AUP shall control over the AI Addendum and the Privacy Policy on use restrictions; (5) the AI Addendum shall control over the Privacy Policy on AI Agent Services matters; and (6) the Privacy Policy shall govern data collection, use, and disclosure practices subject to this Agreement as stated therein; provided, however, that Section 15 (Disclaimers and Limitations of Liability) of this Agreement shall control over any term in any other document comprising this Agreement (including any DPA or SOF), unless the other document expressly identifies Section 15 by section number, expressly states that it modifies Section 15, and is executed by duly authorized representatives of both parties.

20.5. Changes to Terms.

20.5.1. Onflo may modify or update this Agreement from time to time to reflect changes in applicable law or updates to the Service. If Onflo changes this Agreement in a material manner, Onflo shall update the “Effective Date” at the bottom of this page and notify Client. Client’s continued use of the Service following such update constitutes Client’s acceptance of the revised terms. If Client does not agree, Client shall not use or continue to access the Service.

20.5.2. Client may request amendments to this Agreement by delivering written notice to Onflo. No proposed amendment shall be binding unless set out in a written addendum signed by duly authorized representatives of both parties.

20.6. Waiver. The failure by Onflo to enforce any right or provision of this Agreement shall not constitute a waiver of that provision or any other provision of the Agreement.

20.7. Force Majeure. Neither party shall be liable for delay or failure of performance due to events beyond its reasonable control, including acts of God, war, strikes, fires, explosions, outages, general Internet failures, hacking, or other similar causes. The parties agree to excuse such performance and not hold the other liable; provided, however, that no force majeure event shall relieve Client of payment obligations.

20.8. Transfer of Rights. Client shall not assign or otherwise transfer this Agreement, or the rights and licenses granted under this Agreement by operation of law or otherwise, without Onflo's prior written consent. Any attempted transfer or assignment in violation hereof shall be null and void. Any entity that acquires, merges with, or otherwise combines in any manner with Client shall not acquire any rights or licenses to the Service under this Agreement, without Onflo's prior written consent. Onflo reserves the right to assign this Agreement and the Services provided herein.

20.9. Severability. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

20.10. Contact. Please contact Onflo at privacy@onflo.com with any questions regarding this Agreement.

20.11. Applicable Terms of Service Version. For Clients that have not executed an SOF on or after the Last Updated date specified on this Agreement, the previously applicable Terms of Service shall continue to apply until a new SOF is executed or renewed, or the agreement is terminated. Upon execution of a new SOF or renewal of an existing SOF on or after the Last Updated date, this Agreement shall replace all previous Terms of Service agreements between Client and Onflo.

20.12. Rebranding and Name Changes. References to "Let's Talk!" and "K12 Insight" in any prior agreements, SOFs, or communications shall be deemed to refer to "Onflo" and shall not affect the rights or obligations of either party under this Agreement or any applicable SOF.

Last Updated: June 30, 2026

Effective Date: July 01, 2026