

INCIDENT IQ CLOUD SERVICES MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR CLOUD SERVICES.

IF YOU REGISTER FOR A PILOT TRIAL OF OUR CLOUD SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT PILOT TRIAL.

BY ACCEPTING THIS AGREEMENT OR PILOT SERVICE AGREEMENT THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. 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, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. 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 CLOUD SERVICES.

1. AGREEMENT DEFINITIONS

1.1. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "Agreement" means this Master Subscription Agreement.

1.3. "Auto Renew" or "Auto Renewal" is the process by which the Services Period of certain Cloud Services under an Order Form is automatically extended for an additional Services Period unless such Cloud Services are otherwise terminated in accordance with the terms of the Order Form or this Agreement. Your Order Form defines which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.

1.4. "Cloud Services" means, collectively, the Incident IQ software as a service offerings listed in Your Order Form.

1.5. "Content" means information obtained by Incident IQ from publicly available sources or third party content providers and made available to You through the Cloud Services or pursuant to an Order Form.

1.6. "Order Form" means an ordering document or documents specifying the Cloud Services and related services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

1.7. "Services Period" refers to the period of time for which You ordered the Cloud Services as specified in Your Order Form.

1.8. "Third Party Content" means all text, files, images, graphics, charts, tables, illustrations, information, applications, products, services, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Incident IQ and made available to You through, within, or in conjunction with Your use of, the Cloud Services.

1.9. "Users" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your Order Form.

1.10. "We," "Us" or "Our" means Incident IQ, LLC and its affiliates.

1.11. "You" or "Your" means the legal entity for which you are accepting this Agreement.

1.12. "Your Data" means electronic data and information submitted by or for You to the Cloud Services, excluding Content and Third Party Content.

2. SUBSCRIPTION RIGHTS AND RESPONSIBILITIES

2.1. Unless otherwise provided in the applicable Order Form, (a) Cloud Services and access to Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

2.2. You will (a) be responsible for Users' compliance with this Agreement and applicable Order Forms, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use the Cloud Services and Content only in accordance with this Agreement, Order Forms and applicable laws and government regulations, and (e) comply with the terms of service of any Third Party Content with which You use the Cloud Services. You will not (a) make the Cloud Services or Content available to, or use the Cloud Services or Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Cloud Services or Content, (c) use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein, (e) attempt to gain unauthorized access to the Cloud Services or Content or its related systems or networks, (f) permit direct or indirect access to or use of the Cloud Services or Content in a way that circumvents a contractual usage limit, or use any of the Cloud Services to access or use any of Our intellectual property except as permitted under this Agreement or an Order Form, (g) copy the Cloud Services or any part, feature, function or user interface thereof, (h) copy Content except as permitted herein or in an Order Form, (i)

access the Cloud Services or Content in order to build a competitive product or service or to benchmark with a Non-Incident IQ product or service, or (j) reverse engineer the Cloud Services (to the extent such restriction is permitted by law). Any use of the Cloud Services in breach of this Agreement or applicable Order Forms, by You or Users that in Our reasonable judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Cloud Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

2.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Cloud Services. Except for emergency or security related maintenance activities, We will coordinate with You the scheduling of application of Patches, where possible.

3. INCIDENT IQ RIGHTS AND RESPONSIBILITIES

3.1. We will (a) make the Cloud Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable support for the Cloud Services as described in the applicable Order Forms to You at no additional charge, (c) use commercially reasonable efforts to make the online Cloud Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice as provided for in Your Order Forms), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Third Party Content, or denial of service attack.

3.2. Incident IQ may (i) compile statistical and other information related to the performance, operation and use of the Cloud Services, and (ii) use data from the Cloud Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Data in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

3.3. You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our services.

4. FEES AND PAYMENTS

All fees payable to Incident IQ are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid non-refundable, except as provided in this Agreement or Your Order Form. You will pay any sales, value-added or other similar taxes imposed by applicable law that Incident IQ must pay based on the Cloud Services You ordered, except for taxes based on Incident IQ's income.

5. NON-INCIDENT IQ PROVIDERS

5.1. We or third parties may make available Third Party Content. Incident IQ does not control and is not responsible for any such Third Party Content accessible from or provided through the Cloud Services, and You bear all risks associated with any such access and use. Any Third Party Content made accessible by Incident IQ in or through the Cloud Services is provided on an “as-is” and “as available” basis without any warranty of any kind.

5.2. If You choose to utilize any Third Party Content, You grant Us permission to allow the relevant provider of such Third Party Content to access Your Data as required for the interoperation of that Third Party Content with the Cloud Services. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Third Party Content or its provider.

6. CONFIDENTIALITY

6.1. By virtue of this Agreement, the parties may have access to information that is confidential to one another (“Confidential Information”). We each agree to disclose only information that is required for the performance of obligations under this Agreement and in the case of Protected Student Information, where there are legitimate educational interests for disclosure. Confidential information shall be limited to the terms and pricing under this Agreement, Your Data residing in the Cloud Services, and all information clearly identified as confidential at the time of disclosure.

6.2. A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

6.3. We each agree not to disclose each other’s Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party; however, We will hold Your Confidential Information that resides within the Cloud Services in confidence for as long as such information resides in the Cloud Services. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Incident IQ will protect the confidentiality of Your Data residing in the Cloud Services in accordance with the Incident IQ security practices defined as part of Your Order Forms. In addition, Your Data will be treated in accordance with the terms of Section 7 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information as required by law.

7. DATA PRIVACY AND PROTECTION

7.1. In performing the Cloud Services, We will comply with the Incident IQ Privacy Policy, which is available at <https://www.incidentiq.com/privacy-policy> and incorporated herein by reference, as well as the additional requirements detailed in paragraph 8, below. The Incident IQ Privacy Policy is subject to change at Our discretion; however, policy changes will not result in a material reduction in the level of protection provided for Your Data during the Services Period described in Your Order Form.

7.2. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the purchased Cloud Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 6.3 above, or (c) as You expressly permit in writing.

8. ADDITIONAL SAFEGUARDS FOR STUDENT DATA

8.1. For any of Your Data residing in the cloud services environment and that are identified by You or Your Users as Student Personally Identifiable Information or Student Education Records, within the meaning of the Family Educational Rights and Privacy Act of 1974 (collectively, “Protected Student Information”) We will undertake the following measures with respect to such data:

8.2. We will only collect, process and store such Protected Student Information to which we have a legitimate educational interest and as is necessary to provide the cloud services under this Agreement.

8.3. Under no circumstances will We use Protected Student Information to market or advertise to students or their family members or legal guardians, or otherwise use Protected Student Information to inform, influence or enable marketing, advertising or other commercial efforts by a third party directed at students, their family members, or legal guardians.

8.4. We shall not change how Protected Student Information is collected, maintained, used or disclosed under the terms of the Agreement, without advance notice to and prior written consent from You.

8.5. Upon notice of a request from You for a copy of certain Protected Student Information in Our possession (e.g., to support the District’s response to a properly constituted request for Protected Student Information from a parent, guardian or student), we will ensure that: (a) A complete and readable digital copy of the requested Protected Student Information in Our possession is delivered to You within 30 days of our receipt of Your request; (b) Upon delivery of the copy, you must provide notice to Us of Your receipt and acceptance of any such requested Protected Student Information;

8.6. Upon notice of a request from You that certain Protected Student Information be deleted, we will permanently destroy (i.e., undertake a nonrecoverable deletion process in accordance with Department of Defense standard 5220.22-M) all copies of the Protected Student Information identified for deletion by You held by Us or any of Our agents, subcontractors or affiliates. Within 30 days of Your notice, we will deliver a written confirmation to You certifying that the permanent destruction of the requested Protected Student Information has been accomplished. Upon delivery of such written confirmation of deletion, you must provide notice to Us of Your receipt and understanding of said notice confirming deletion made at Your request.

8.7. We shall destroy all Protected Student Information residing in your instance of the Cloud Services, using the methods described in paragraph 8.5 above, following expiration of a 60-day period after termination of this Agreement, unless You request that We return such information to You instead.

8.8. We will operate the Cloud Services and collect, process and store Protected Student Information in accordance with NIST data security standards and current industry best practices, and maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of Protected Student Information, and prevent unauthorized access, disclosure and use.

8.9. We will never sell Protected Student Information that we acquire through your use of the Cloud Services, except as part of a corporate purchase, merger or other type of acquisition. In such a case, any successor entity shall be contractually obligated to comply with the terms of this Agreement related to the treatment of Protected Student Information, as well as all other applicable legal requirements governing the use, disclosure, and security of the previously acquired Protected Student Information.

8.10. We will not disclose Protected Student Information to any third party unless You provide Us with prior consent for such disclosure as required by 34 C.F.R. part 99.

9. TERM AND TERMINATION

9.1. Subject to earlier termination as provided below, this Agreement is for the Services Period.

9.2. No rights, access, or authorization to use the Cloud Services or Content enabled by this Order Form, nor any portion thereof, shall Auto Renew.

9.3. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement or an applicable Order Form. You must pay in full for the Cloud Services up to and including the last day on which the Cloud Services are provided. All aspects of this Agreement which by their nature should survive termination will survive termination,

including, but not limited to, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

10. WARRANTIES, REMEDIES AND DISCLAIMERS

10.1. Incident IQ warrants that it will perform the Cloud Services in all material respects as described in Your Order Form. If the Cloud Services provided to You were not performed as warranted, You must promptly provide written notice to Incident IQ that describes the deficiency in the Cloud Services.

10.2. INCIDENT IQ DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT INCIDENT IQ WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY INCIDENT IQ, AND (C) THE CLOUD SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT INCIDENT IQ DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE CLOUD SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. INCIDENT IQ IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. INCIDENT IQ IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE CLOUD SERVICES THAT ARISE FROM YOUR DATA OR THIRD PARTY CONTENT. INCIDENT IQ DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

10.3. FOR ANY BREACH OF THE CLOUD SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND INCIDENT IQ'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT CLOUD SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF INCIDENT IQ CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT CLOUD SERVICES AND INCIDENT IQ WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO INCIDENT IQ FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

10.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

11.1. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER FOR THE CLOUD SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENTS" SECTION (SECTION 4) ABOVE.

11.2. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. INDEMNIFICATION

12.1. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the Cloud Services infringe or misappropriate such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs ultimately awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to the Cloud Services, We may in Our discretion and at no cost to You (i) modify the Cloud Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under Section 9 above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for the Cloud Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, Third Party Content or Your use of the Cloud Services in violation of this Agreement or applicable Order Forms.

12.2. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringe or misappropriate such third party's intellectual property rights, or arising from Your use of the Cloud Services or Content in violation of the Agreement, Order Forms or applicable law (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs ultimately awarded against Us as a result of, or for any amounts paid by

Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

12.3. This Section 11 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 11.

13. MISCELLANEOUS PROVISIONS

13.1. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

13.2. No Waiver. A waiver of any breach of this Agreement is not deemed a waiver of any other breach.

13.3. Notices. All notices will be in writing and given when delivered to the address set forth in Your Order Form. Notices by Us relating to the operation or support of the Cloud Services and those under Sections 2.2, 8.1 and 8.2 may be in the form of an electronic notice to Your authorized representative or administrator identified in Your Order Form. The parties understand and agree that day-to-day communications made in the ordinary course of business may be made between others than those referenced above.

13.4. Assignment. Without Our prior written consent, You may not assign or transfer this Agreement (or any of its rights or obligations) to any other party.

13.5. Relationship of the Parties. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by this Agreement.

13.6. Force Majeure. Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of this Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

13.7. Governing Law. This Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of Georgia, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Fulton County, Georgia. Either party must initiate a cause of action for any claim(s) relating to this Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

13.8. Entire Agreement. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a uniform resource locator or referenced policy), together with the applicable Order Form, is the complete agreement for the Cloud Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Cloud Services.

For [SCHOOL DISTRICT NAME]

BY: _____

NAME:

EMAIL:

DATE: