

Relatrix Terms and Conditions

Following are the contractual terms and conditions under which the website hosting and other related services described in this proposal are provided by Relatrix. Unless you and Relatrix have signed a separate agreement with terms that supercede these, the terms and conditions herein shall govern your use of Relatrix' software and services.

1. The Service

The Service consists of website hosting, software programs operating on computer servers at our data center, access to this software through a web browser interface, data encryption, transmission and access and data storage. You are responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges (e.g., kiosk, ISP, telecommunications) incurred while using the Service.

Relatrix provides you access to the Service on a 'best effort' basis. We make no guarantees as to the continuous availability of the Service or of any specific feature(s) of the Service. Relatrix reserves the right to change the Service or the terms and conditions of this Agreement at the end of any Service Period, but will provide you with advance notice of such changes. If you renew the Service for an additional Service Period any changes to the terms and conditions will apply for such renewal period.

Should you contract with us to use optional background screening services integrated with our software, you agree to comply with all appropriate Fair Credit Reporting Act (FCRA) and other Federal and State laws and regulations relating to such services and to information privacy and security of individuals whose personal data is accessed through our software. Furthermore, you agree that your use of any information returned from the screening service will be exclusively for determining the fitness of an individual to serve as a volunteer in your schools.

Additionally, you agree to comply with such administrative procedures as may reasonably be required by Relatrix or our screening partner in using the background screening services including, but not limited to adverse action procedures, whereby you agree to provide the details you relied on and method to seek corrective action to any volunteer applicant you deny. As part of this compliance requirement, you may be asked to review and agree to separate terms related exclusively to such background services prior to commencement of such services.

2. Software

The Software we make available to you as part of the service consists of proprietary programs developed by Relatrix and our business partners. As a software service provider, we have agreements with various technology development companies to make their proprietary programs available to our customers with the provision that we protect their intellectual properties the same as ours. Therefore, in this Agreement, anytime that we refer to our (Relatrix) software or our services, you understand and agree that included in this definition is software components from our partners that we use to deliver The Service.

3. Use of Software

As part of our Service we grant to you (and if you are a organization, to each employee of the organization accessing the Service by means of a valid account), subject to the terms and conditions of this Agreement, a non-sub licensable, non-exclusive and non-transferable license to use our proprietary software and the proprietary software of our business partners by a specified number of users.

This software may be used in object code form only, and only in accordance with the applicable end user documentation, if any, and solely in conjunction with this Service Agreement. Neither you (and if you are a organization, none of your employees) will, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of our software; modify, translate, or create derivative works based on our software; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to our software; use our for time sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on our software. Because our software is proprietary, you agree not to publish or disclose to third parties any evaluation of our software without our prior written consent. You acknowledge that Relatrix (and/or our partners) retain exclusive ownership throughout the world of our software, any portions or copies thereof, and all rights therein. Upon termination of this Service Agreement for any reason, this License will terminate, and you, and any user accessing the Service by means of an organization account, if applicable, will cease to use or have access to the Software.

4. Restrictions and Policies

You agree not to use the Service in any way for spamming, chain letters, junk mail or distribution lists to any person who has not given specific permission to be included in such. You agree not to transmit or permit your employees to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. You will only use the Service for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, and obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm.

It is our policy to respect the privacy of our customers. We reserve the right to contact customers of the Service, including customer employees and contractors, via e-mail or other means to inform them of their account status or changes or alterations to the service, or to inform them about additional offerings or services being provided or contemplated. Information about users of the Service who are subscribers of our customers is considered proprietary and confidential data to each customer. We make every reasonable effort to assure the confidential nature of any such user data on behalf of our customers. We will not contact these subscribers, nor will we sell trade or provide any data about these users to any third party.

If a customer chooses to terminate or not renew the Service, they may request a copy of their data. Relatrix reserves the right to charge a service fee for creating this copy and supplying it to a customer. Such fee will be based on Relatrix then current hourly consulting rate of \$75/hour.

Unless otherwise specified in a proposal presented by Relatrix the usage levels of the Service, including but not limited to the number of emails sent to users of the Service, the number of registered users, the total bandwidth and disk usage, is subject to our reasonable use policy. Reasonable use is based on the customer's student enrollment and intended applications of the Service, which we and the customer mutually determine prior to commencing the Service.

We reserve the exclusive right to determine reasonable use of our Service and computing resources. Should we determine a customer's usage level is not reasonable we will inform the customer in writing and the customer will have 30 days to reduce its usage to a reasonable level. If usage remains at a level not considered reasonable by us, then we reserve the right to terminate your Service with no refund of remaining, unused fees.

5. Support

We provide web and email support between 7:00am and 4:00pm (Mountain Time) Monday-Friday, except on holidays. We will respond to email questions or reported errors to your designated support contact by the next business day, unless you have made other arrangements with us by upgrading your support plan. We have no obligation to provide you with hard-copy documentation, upgrades, enhancements, modifications, or other support services unless specifically contracted for.

6. Contact and Billing Information and Payment of Fees

You agree to provide us with accurate billing information and with truthful, accurate, and complete contact information, including your legal name, organization name, street address, e-mail address, and telephone number, and to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, we reserve the right to terminate your access to the Service. You agree to pay us the then applicable fees (the "Fees") by providing us with an authorized purchase order from your organization. Payment by fraudulent means will result in immediate and permanent termination of the account, and possible criminal penalties.

7. Passwords and Security

You will choose or be given all applicable passwords to use in connection with the Service. You are entirely responsible for maintaining the confidentiality of your passwords and account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by you). Furthermore, you are entirely responsible for any and all activities that occur under your account (including, if applicable, the accounts of each user accessing the Service by means of an account established by you), and you shall ensure that you exit from your account at the end of each session. You shall notify us immediately of any unauthorized use of your account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by you) or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

8. Term and Termination

The initial Service Period of this Agreement shall commence on the date Relatrix receives a purchase order from customer and remain in effect through the end of the proposed Service Period. The

Agreement may be renewed upon mutual agreement for additional twelve (12) month Service Periods thereafter. Either party may reduce the level of service or terminate this Service Agreement by notifying the other party in writing thirty (30) days in advance of the termination date.

Upon expiration or termination, you will immediately cease all use of the Service, including the Software and any documentation. The following provisions of this Service Agreement shall survive termination or expiration of this Agreement: Section 3 (regarding Relatrix' ownership), 4, 6 (regarding payment obligations), 8, 9, 10, 11 and 12. Termination is not an exclusive remedy and all other remedies will be available whether or not this Agreement is terminated. Notwithstanding the foregoing, if you are dissatisfied with the Service, the materials available on or through the Service, or with any of our terms and conditions, your sole and exclusive remedy is to discontinue using the Service.

9. Warranties and Disclaimer

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND RELATRIX DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. RELATRIX DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR NETWORK, OR LOSS OF DATA THAT RESULTS FROM USE OF THE SERVICE.

10. Indemnification and Limitation of Liability

RELATRIX and our business partners will indemnify, defend and hold you harmless against any claims, legal actions, losses of any nature whatsoever including legal fees, and other expenses arising out of or in connection with any claims that the Software (as used within the scope of this Agreement) infringes or violates any intellectual property right of any third party ("Claim") on the condition that you notify us promptly of any such Claim and gives us sole control of the defense and negotiations for its settlement or compromise.

If a final judgment prohibits you from continued use of the Service by reason of a Claim, or if at any time we are of the opinion that any Software is likely to become the subject of a Claim, we will use our best commercial efforts to (a) obtain for you the right to use the Software, or (b) replace or modify such Software so that it is no longer subject to a Claim, but performs the same functions in an equivalent manner.

THIS SECTION STATES THE ENTIRE RESPONSIBILITY OF RELATRIX CONCERNING CLAIMS. RELATRIX' TOTAL LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THIS SERVICE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE FEES PAID BY YOU TO RELATRIX FOR THE SERVICE UNDER THIS SERVICE AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OF INJURY THAT GAVE RISE TO THE LIABILITY. RELATRIX AND ITS LICENSORS SHALL NOT BE LIABLE IN



Community Engagement Made Easy

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ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WITHOUT LIMITATION, WHETHER OR NOT FORESEEABLE AND EVEN IF RELATRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. U.S. Government Matters

You may not remove or export from the United States or allow the export or re-export of any part of the software or applicable documentation, if any, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and Documentation licensed in this Service Agreement are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Service Agreement.

12. Third Party Linking

You may, as part of configuring your site, provide links from the Service to other World Wide Web sites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

13. Miscellaneous

Use of the Service constitutes acceptance of these terms and establishes an Agreement between Relatrix and you and are not for the benefit of any third party, whether directly or indirectly (including, if applicable, any user accessing the Service by means of an account established by you). The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Service Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Service Agreement will otherwise remain in full force and effect and enforceable. This Service Agreement is not assignable, transferable or sublicensable by you except with Relatrix' prior written consent.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. YOU AND RELATRIX AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN THE STATE OF COLORADO.



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You and Relatrix agree that any cause of action arising out of or related to the Service must commence within two (2) year after the cause of action arose; otherwise, such cause of action is permanently barred. Both parties agree that this Service Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Service Agreement, and that all modifications must be in writing signed by both parties, except as otherwise provided herein.

No agency, partnership, joint venture, or employment is created as a result of this Service Agreement and you do not have any authority of any kind to bind Relatrix in any respect whatsoever. All notices under this Service Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Relatrix' failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by an authorized representative of Relatrix in writing. It is the express will of the parties that this agreement and all related documents have been drawn up in English.