Thank you for purchasing the SmartlyU Counselor Program ("Program"). Please review License agreement ("Agreement") carefully. This Agreement is a legal agreement between the you the "Customer" identified by the registration information you provided and SmartlyU Corporation ("LICENSOR") a California corporation, with its principal place of business located in Los Altos, California,. By electronically accepting (for example, clicking "I Agree"), accessing or using the Program, you agree to these terms. If you do not agree to this Agreement, then you may not use the Program.

Background

Customer desires to license software from LICENSOR, and LICENSOR is willing to license software to Customer as specified above, under the terms and conditions of this Agreement.

Agreement

This Agreement, which includes Schedule A (Software End User License Agreement) and all related appendices, attached hereto and incorporated herewith, sets forth the terms and conditions under which LICENSOR will license, and Customer will receive, the software specified herein.

Annual License Fees: $99

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Schedule A

Software End User License Agreement ("EULA")

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1. Grant of License. LICENSOR grants to Customer, and Customer accepts from LICENSOR, a nonexclusive, nontransferable license to access and use the Software and Documentation during the Initial Term and any Renewal Terms solely at Customer controlled locations in the United States and solely for Customer's own internal business purposes in connection with Customer's academic and social and emotional development program (the "Program").

2. Ownership.

(a) Except as otherwise expressly set forth in this EULA, LICENSOR and Third Party retain all right, title and interest in and to their respective Software and Documentation, and any other information LICENSOR provides to Customer hereunder, in all forms and all copies and modifications of the Software and Documentation, including all worldwide rights to patents, copyrights, trademarks and trade secrets in or relating to the Software or Documentation. Customer is not acquiring any right, title or interest of any nature whatsoever in any Software or Documentation except the license to use the Software and Documentation granted above.

(b) Customer represents and warrants that it is the sole owner of, or otherwise has the right to provide to LICENSOR, all information, content, and/or data that Customer may provide to LICENSOR or upload to the Software ("Customer Data"), if any, and providing such information to LICENSOR does not violate any federal, state or local law, rule, regulation or any third party intellectual property or privacy right. As between the parties, Customer retains all right, title and interest in and to Customer Data. Notwithstanding the forgoing, Customer acknowledges and agrees that LICENSOR may collect, aggregate, use, copy, and distribute Customer Data (in a non-Customer identifiable manner) and technical, location, source language data, and other information related to Customer Data and/or Customer's use of the Software in order to facilitate the provision of Software updates, product support, and other services to Customer (if any) related to, or in connection with, the Software and that LICENSOR may collect and use the Customer Data solely for its own internal marketing and promotional purposes.

3. Term.

(a) Customer's license to use the Software and Documentation will be effective as of the Effective Date and continue until the one year anniversary of the Effective Date ("Initial Term).

(b) This Agreement will automatically renew for additional one year terms ("Renewal Terms") unless written notice is provided by either party to the other party at least thirty (30) days prior to the expiration of the Initial Term or Renewal Terms, as the case may be. Upon the renewal of this Agreement, Customer will be obligated to pay the Annual License Fee set forth on the cover page of this Agreement to LICENSOR or as set forth in Section 7 hereto.

4. Restrictions on Use. The license to use the Software and Documentation under this EULA is subject to the following restrictions and limitations:

(a) Customer shall be the sole "Authorized Users" of the program.

(b) Customer will not use the Software or Documentation, or authorize or permit any other Person to use the Software or Documentation, for any purpose other than those expressly authorized under this EULA. Customer will not sublicense, transfer or otherwise assign its rights in the Software or Documentation to any other Person nor allow any other Person to access or use the Software or Documentation, except as expressly provided in this EULA.

(c) Customer will not translate, reverse engineer, de-compile, or disassemble the Software for any reason. Customer may not, or authorize or permit a third party to, modify the Software, without the prior consent of LICENSOR. Notwithstanding anything else contained in this EULA, Customer acknowledges and agrees that it is not receiving any Source Code hereunder, and has no rights, license or otherwise, therein.

(d) Customer will not copy or duplicate by any means the Software or any item included therein except to the extent reasonably necessary to maintain backup or historical records. Customer will not copy or duplicate by any means the Documentation except to the extent reasonably necessary to conduct lessons within the classroom or to otherwise perform the Program.

(e) Customer will not export any Software or Documentation, or use any Software or Documentation outside the United States, without the prior written consent of LICENSOR. Customer agrees to comply with all export laws, restrictions, national security controls and regulations of the United States or other applicable foreign agency or authority, at Customer's sole expense, and not to export or re-export, or allow the export or re-export, of the Software or any Confidential Information or any copy or direct product thereof in violation of any such restrictions, laws or regulations, or in violation of the embargo provisions of the U.S. Export Administration Regulations (or any successor regulations or supplement), except in accordance with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

5. <u>Customer Responsibility</u>. Customer is solely responsible for:

(a) Obtaining and properly licensing any Third Party Software required or desirable for use of the Software, including any operating system software, database software, anti-virus software, or third party applications software. Customer acknowledges and agrees that any and all Third Party Software that may be provided hereunder by LICENSOR is provided "AS IS," and all warranties, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose are hereby disclaimed for all such Third Party Software.

(b) Obtaining and maintaining access to the Internet with sufficient speed to access and utilize the Software. Customer is solely responsible to employ industry-standard and reasonable programs, procedures and programming devices for the detection of viruses and other harmful code or bugs.

(c) Taking reasonable backup and data security precautions. LICENSOR will not be responsible for loss of data or documentation or any unauthorized access to or disclosure of information, whether or not attributable to the Software.

6. <u>Proprietary Legends; Government Notice</u>. Customer will retain all legends relating to copyright, trademarks, patents, or confidentiality on the Software and Documentation, and any copies of the Software and Documentation made under this EULA. Customer will reproduce such notices on any permitted copies of the Software and the Documentation or any portion of the Software or Documentation.

7. <u>Annual License Fees</u>. Customer will pay to LICENSOR the Annual License Fee specified on on the website at time of pruchase. Such Annual License Fee may be increased or decreased from time to time by LICENSOR upon written notice provided to Customer no later than 60 days prior to the expiration of the Initial Term or Renewal Terms, as the case may be.

8. <u>Payment Terms</u>. All fees shall be due and payable to LICENSOR within thirty (30) days of the Effective Date or subsequent year anniversaries of the Effective Date in the case of a Renewal Term.

9. <u>Taxes</u>. The fees stated in this EULA are exclusive of any federal, state, municipal, value-added, foreign withholding or other governmental taxes, duties, fees, excises or tariffs now or hereafter imposed on the licensing, sale, transportation, import, export or use of the Software and Documentation, or any improvements, alterations, or amendments to the Software or Documentation. Customer will be responsible for, and if necessary will reimburse, LICENSOR for all such taxes, duties, fees, excises or tariffs, except for governmental or local taxes imposed on LICENSOR's corporate net income.

10. <u>Late Fees</u>. Any fees not paid when due shall bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Customer's payment of such interest on late payments shall not prevent LICENSOR from exercising any other rights under this EULA and applicable law. Time is of the essence of all payments due under this EULA.

11. <u>Limited Warranties; Disclaimers</u>.

(a) LICENSOR warrants during the Initial Term or Renewal Terms and provided Customer is not in breach of any of Customer's obligations under this EULA, that the LICENSOR Software, as delivered under this EULA, will conform in all material respects to the Documentation, provided that (1) all Third Party Software and all software which is not LICENSOR Software, all firmware, and all hardware products are operating in accordance with their respective specifications, and (2) Customer is using the LICENSOR Software in a proper manner and in compliance with all operating instructions included in the Software Documentation.

(b) While the information, scenarios, solutions, suggestions, guidelines and other advice provided through the Software and the Documentation has been developed in conjunction with a panel of various professionals in the fields of child development, psychology, education and others, such information, scenarios, solutions, suggestions, guidelines and other advice is general in nature and should not regarded as a substitute for professional advice. While every effort has been made with regards to the completeness of the information provided, no guarantees, promises, warranties or any other assurances are provided with respect to the appropriateness or accuracy of the information provided and LICENSOR shall in no way be liable to Customer or to any third party resulting for any reliance on any of the information provided.

12. <u>Disclaimer of Additional Warranties</u>. THE WARRANTIES SPECIFIED IN SECTION 11 OF THIS EULA ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH OPERATING THE SOFTWARE (EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 16 WITH RESPECT TO INFRINGEMENT OF THIRD PARTY RIGHTS), AND LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE, OR WILL MEET CUSTOMER'S SPECIFIC NEEDS. LICENSOR DOES NOT IN ANY WAY WARRANT THAT THE SOFTWARE WILL DETECT EACH AND EVERY POTENTIAL SECURITY BREACH, VIRUS, THREAT, NETWORK AND/OR MALICIOUS SOFTWARE ATTACKS, TROJAN HORSES, INFECTIOUS WORMS, OR OTHER FORMS OF CYBER ATTACKS.

13. <u>Exclusive Remedies</u>. If any of the warranties specified in Section 11 are breached, then the following terms will apply:

(a) Customer will promptly notify LICENSOR of the breach and any associated details reasonably requested by LICENSOR in its attempt to remedy the problem. Customer will cooperate with LICENSOR in re-creating the conditions that existed at the time the Software failed, if reasonably requested by LICENSOR.

(b) LICENSOR will diligently attempt to correct the reported defect by repairing or modifying the Software within a commercially reasonable period of time.

(c) If LICENSOR is unable to cure that defect by repairing or modifying the Software as provided above, then Customer may terminate its right to use the Software and Documentation, and return all Software and Documentation to LICENSOR and receive a pro-rata refund of the fees actually paid by Customer for the defective portion of Software as its sole and exclusive remedy.

(d) THE FOREGOING REMEDIES ARE EXCLUSIVE AND WILL BE CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO ANY BREACH OF WARRANTY OR OTHER FAILURE OF THE SOFTWARE TO OPERATE AS INTENDED, WHETHER BASED IN CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE.

14. <u>Limitation of Liability</u>. IN NO EVENT WILL LICENSOR, CUSTOMER, OR ANY THIRD PARTY BE LIABLE TO THE OTHER PARTY(S) OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY(S) OR ANY OTHER PERSON, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF THE OTHER PARTY(S) OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S LIABILITY TO CUSTOMER OR ANY OTHER PERSON EVER EXCEED ALL AMOUNTS PAYABLE BY CUSTOMER UNDER THIS EULA, REGARDLESS OF THE FORM

OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, INDEMNITY, OR OTHERWISE.

15. Indemnification by Customer. Customer agrees to indemnify and hold harmless LICENSOR from any and loss, damage or cost (including reasonable attorneys' fees and court costs) incurred by LICENSOR as a result of any claim, demand, or action against LICENSOR: (i) based on or arising out of Customer's performance or non-performance under this EULA; (ii) based on or arising out of Customer's use of the Software and/or Documentation (except to the extent of LICENSOR's liability under Section 16 with respect to infringement); (iii) any unauthorized or unlawful use, disclosure or loss of or access to any information created, obtained, stored or transmitted in, by, or through the Software.

16. Intellectual Property Indemnification by LICENSOR.

(a) LICENSOR will indemnify, defend and hold Customer harmless from any loss, damage or cost (including reasonable attorneys' fees and court costs) arising out of any third party claim that the LICENSOR Software infringes any United States copyright or United States patent of any other party. LICENSOR's obligation to indemnify Customer under this Section 16 does not extend to any Third Party or other Person's software. LICENSOR's obligation to indemnify Customer is contingent upon Customer promptly notifying LICENSOR of any such claim, granting LICENSOR the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with LICENSOR in the defense of the claim (at the expense of LICENSOR).

(b) Defense of Infringement Claims. LICENSOR will have the sole right to defend or settle any claim subject to indemnification under Section 16. Customer will have right to participate with LICENSOR in the defense or appeal of any such claim or judgment, at Customer's option and at Customer's own expense (such expense not being indemnified by LICENSOR), but LICENSOR will have sole control and authority with respect to any such defense, compromise, settlement, appeal or similar action.

(c) Satisfaction of Obligations. At LICENSOR's option, LICENSOR may satisfy its entire obligation under this Section 16 by either: (i) modifying or replacing the LICENSOR Software so that it performs comparable functions without infringement; (ii) obtaining a royalty-free license for Customer to use the infringing LICENSOR Software; or (iii) refunding to Customer an amount equal to the License Fees paid with respect to the infringing LICENSOR Software, less the portion of the License Fees attributable to the period over which Customer actually used the LICENSOR Software.

(d) Exceptions. LICENSOR will have no obligation to Customer under this Section 16 to the extent that the alleged infringement is based upon: (ii) Customer's use of the LICENSOR Software other than as set forth in this EULA and in the Documentation; or (ii) any modification to or alteration of the LICENSOR Software performed by anyone other than LICENSOR; or (iii) the combination of the Software with Third Party or other Persons software, materials, information, or content; or (iv) LICENSOR's compliance with Customer's designs, specifications, or instructions.

(e) THIS SECTION 16 STATES LICENSOR'S ENTIRE OBLIGATION TO CUSTOMER REGARDING ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY OTHER PERSON.

17. Limitations on Disclosure and Use of Confidential Information.

(a) Each recipient of Confidential Information (the "Recipient") agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other party (the "Disclosing Party") without the other party's prior written consent. In addition, each Recipient agrees that it will not: (i) use the Disclosing Party's Confidential Information for any purpose beyond the scope of this EULA; (ii) copy any part of the Confidential Information or disclose any part of the Confidential Information to any Person other than Recipient's employees or consultants who are bound by EULAs containing confidentiality provisions substantially the same as those contained in this EULA; (iii) authorize or permit any such employee or consultant to use or disclose any part of the Confidential Information for any purpose other than as set forth in this EULA; or (iv) produce any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information.

(b) Exclusions. The Recipient's obligations under this EULA will not apply to any portion of the Confidential Information that: (i) at the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of this EULA; (ii) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions; (iii) Recipient subsequently acquires by lawful means from a third-party who is under no obligation of confidentiality or non-use owed to Disclosing Party; or (iv) Recipient subsequently develops without any use of or reference to the Confidential Information.

(c) Disclosure Pursuant to Legal Process. If Recipient is legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding or to any governmental agency, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed. Recipient will cooperate fully with Disclosing Party in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information.

(d) Enforcement. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Recipient breach its obligations under this Section 17 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 17 by obtaining appropriate equitable relief including a temporary restraining order and an injunction.

(e) Return of Confidential Information. Upon request by the Disclosing Party, the Recipient will return any portion of the Confidential Information that Recipient no longer has the right to use, or, if so directed by the Disclosing Party in writing, the Recipient will destroy all copies of that Confidential Information (including abstracts, summaries or documents produced using that Confidential Information) and will certify to the Disclosing Party in writing that all copies, abstracts, summaries and documents have been destroyed.

18. Dispute Resolution.

(a) Any controversy or claim arising out of or relating to this EULA or the existence, validity, breach or termination thereof, whether during or after its term, will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and this EULA, except as specified below. The arbitration proceeding will take place in Los Altos, California or the immediately surrounding area in the State of California. The arbitration panel will consist of 3 arbitrators, one arbitrator appointed by each party within 30 days after the respondent receives notice of the filing of the arbitration and a third neutral arbitrator appointed by the two arbitrators designated by the parties. The parties expressly agree that the arbitrators will be empowered to, at either party's request, grant injunctive relief. An award granted by the arbitrators will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or pleaded to the arbitrators. The award will (1) be granted exclusive of any tax, deduction or offset and (2) include interest from the date that the award is rendered until it is fully paid, computed at the rate of 12% per annum. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in

enforcing the arbitral award will be charged against the party that resists its enforcement.

(b) <u>Injunctive Relief</u>. Nothing in this Section 18 will prevent either party from (1) seeking interim or permanent injunctive relief or taking any other action in any court to enforce or protect its intellectual property rights or its rights under Section 17, or (2) filing an action against the other party in the courts having jurisdiction over it in order to enforce an arbitral award granted pursuant to a proceeding under this Section 18.

19. <u>Termination</u>.

(a) Customer's license to use the Software and Documentation will be effective during the Initial Term and any Renewal Terms unless terminated in accordance with the express provisions of this Section 19.

(b) <u>Termination for Breach</u>. Either party (the "<u>Non-Breaching Party</u>") may terminate the license upon written notice to the other Party (the "<u>Breaching Party</u>") should the Breaching Party breach in any material respect any term of this EULA and fail to cure that breach within ten (10) days after receipt of written notice of the breach from the Non-Breaching Party.

(c) <u>Effect of Termination</u>. Upon termination, Customer will discontinue the use of, and will return to LICENSOR, all copies of the Software and Documentation, and will destroy, and document in writing such destruction of, any embodiments of these materials stored in or on a reusable electronic or similar medium. Termination will not relieve Customer from its obligation to pay any and all License Fees and any other fees that are owed by Customer.

(d) <u>Survival</u>. The provisions of Sections 2, 4, 6-10, 12, 14, 15, and 17-30 of this EULA will survive and continue in full force and effect notwithstanding the termination or expiration of this EULA.

20. <u>Governing Law</u>. This EULA is governed by the laws of the State of California without reference to that state's choice of law provisions. Each party hereby consents to the jurisdiction of any federal or state court within the State of California.

21. <u>Notices</u>. All notices, communications and deliveries under this EULA must be made in writing signed by the party making the same, must specify the Section under this EULA pursuant to which it is given or being made (if applicable), and will be given or made to the respective representatives specified on the cover page of the Agreement.

22. <u>Severability; No Waiver</u>. If any provision of this EULA is held to be invalid or unenforceable, the remaining provisions of this EULA will remain in full force and effect. The waiver by either party of any default or breach of this EULA will not constitute a waiver of any other or subsequent default or breach.

23. <u>No Assignment</u>. Customer may not assign or sublicense its rights or obligations under this EULA without the prior express written consent of LICENSOR.

24. <u>Force Majeure</u>. Neither party will be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of Internet service providers or other carriers or other similar causes beyond its control. In addition, LICENSOR's website and the Software will be subject to periodic maintenance and backup and will not be available during these times and LICENSOR will not be responsible for loss or damages resulting from your inability to access the LICENSOR's website and the Software during such time.

25. <u>Effect of This EULA</u>. This EULA constitutes the complete understanding between the parties with respect to the terms and conditions set forth in this EULA and supersedes all previous written or oral agreements and representations. The terms and conditions of this EULA will control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment or

other written form. This EULA may be modified only in a writing which expressly references this EULA and is executed by both of the parties to this EULA.

26. <u>Compliance with Laws.</u> The parties will comply with all federal, state and local laws, statutes, rules and regulations applicable to the performance of their rights and obligations under this EULA.

27. <u>Relationship of the Parties.</u> The parties acknowledge that in performing their obligations, each is acting as an independent contractor. The parties do not intend to create any employment relationship nor a partnership and nothing in this EULA shall be construed as to make either party partners, principals, agents or employees of the other. Neither party has the authority to enter into any EULA, or make any warranty or representation on behalf of the other.

28. <u>Publicity.</u> Neither party shall make any public announcements or issue any press releases regarding the terms of this EULA or use the name of the other party without the prior written consent of the other party, which will not be unreasonably withheld.

29. <u>Entire Agreement</u>. This Agreement, including this EULA and all related appendices, attached hereto and incorporated herewith, is the full and complete statement of the obligations of the parties relating to the licensing of Software and/or any other subject matter contained herein and supersedes all previous agreements, understandings, negotiations and proposals, whether oral or written.

30. <u>Definitions</u>.

(a) "<u>Confidential Information</u>" means all business or technical information of the Disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process. Without limiting the foregoing, this EULA, the Software (in both Source Code and Object Code versions), and Documentation constitute Confidential Information.

(b) "<u>Documentation</u>" means the Software Documentation. the Third Party Documentation and any and all lessons plans, teachers guides, student handouts, strategies, recommendations or other material provided by LICENSOR.

(c) "<u>License Fees</u>" means the license fees payable by Customer for the Software as set forth on the cover page of the Agreement.

(d) "<u>Person</u>" means any individual, corporation, limited liability company, partnership, trust or other legal entity.

(e) "<u>LICENSOR Software</u>" means the computer programs and data in machine-readable form specifically listed on the cover page of the Agreement (excluding the Third Party Software), together with any error corrections, updates, modifications or enhancements thereto furnished by LICENSOR.

(f) "<u>Software</u>" means the LICENSOR Software and any Third Party Software, together with any error corrections, updates, modifications or enhancements thereto furnished by LICENSOR.

(g) "<u>Source Code</u>" means the human readable form of the Software, including written comments and programmer documentation, flow charts, logic diagrams, pseudo code, notations or other supporting writings, regardless of the media on which it is stored, and intended for translation into an executable or intermediate form, or is intended for direct execution through interpretation.

(h) "<u>Software Documentation</u>" means all operator and user manuals, education materials, guides, listings, specifications and other materials, including on-line information and materials, relating to the use of the LICENSOR Software that may be delivered to Customer.

(i) "Third Party" means the third party(s) owner(s) of all right, title and interest in and to the Third Party Software and Third Party Documentation.

(j) "Third Party Documentation" means all operator and user manuals, education materials, guides, listings, specifications and other materials, including on-line information and materials, relating to the use of the Third Party Software that may be delivered to Customer in connection with this EULA.

(k) "Third Party Software" means the non-LICENSOR computer programs and data in machine-readable form that may be incorporated in the Software, together with any error corrections, updates, modifications or enhancements thereto furnished by LICENSOR in connection with the Maintenance and Support Services, Professional Services or otherwise.

Appendix 1 to Schedule A

Terms and Conditions for Authorized Users

1. I hereby acknowledge receipt of the Software End User License Agreement ("EULA") by and between SmartlyU and the Customer set forth on the cover page of the EULA.

2. I have reviewed the provisions of the EULA and I am familiar with the rights, restrictions and disclaimers set forth therein.

3. I understand that the Software and Documentation is to be used solely in connection with the Program.

4. I understand that the printed lessons plans are to be used only in connection with a class assignment and may not be reproduced or distributed beyond such use.