

Standard Service Subscription Agreement

This Standard Service Subscription Agreement is entered into between for Snow Cloud Productions, Inc., (“Snow Cloud”) a Florida corporation and the customer as specified in the Purchase Order (“Customer”) collectively the “Parties”.

WHEREAS Snow Cloud is the owner of the intellectual property of the Subscription Platform and Products (“WayPoint System”, “Replicated Reality”, “PIC Pathfinder”, “VIP Assessment”, “Let’s TALK”) and is the contract party of the licenses of the Subscription Platform and Products, the associates hosting services (collectively the “Services”), and

WHEREAS the Customer has initiated an agreement with Snow Cloud, and

WHEREAS the Parties wish to enter into a definitive service subscription agreement governing Customer’s use of the Services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE OF TERMS. Snow Cloud provides use of the Services to Customer, subject to the following Terms of Service (“TOS” or “Agreement”), which may be updated from time to time. The Current TOS is found at the following URL <https://www.snowcloudproductions.com/tos/>. Customer’s use of any Services constitutes Customer’s agreement to all such terms, conditions, policies and notices as they may be updated by Snow Cloud from time-to-time but any changes will not apply retroactively. If Customer does not agree to the modified terms, Customer must discontinue using the Services immediately. The Services is offered and sold on a subscription basis.

2. DESCRIPTION OF SERVICES. The Subscription Platform and Products is a web-based program hosted by Snow Cloud through a hosting service (“HOSTEK.COM”) that offers online educational tools and services. Upon written request by Customer, Snow Cloud will schedule a one-time training at a time mutually convenient for the Parties to train Customer how to use the Services. Customer understands and agrees that the Services is provided "AS-IS" and that Snow Cloud assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings. Customer is responsible for obtaining access to the Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). Customer is responsible for those fees. In addition, Customer must provide and is responsible for all equipment necessary to access the Services. Customer is aware of any special requirements to its own hardware and software (including other licenses) imposed by use of the Services and accepts all risks for the functionality of its own hardware and software. Snow Cloud is not responsible for the compatibility between the Services and the Customer’s software and / or hardware.

3. RIGHT TO USE SERVICES. Customer is hereby granted a time-limited, non-exclusive, non-assignable, non-transferable right to use the Services, which is developed by Snow Cloud ("License"). Applications from Snow Cloud Partners or other third parties are also included in this agreement ("Partner Applications"). The Software may be accessed through the URL provided upon purchase (the "Web Site."). Customer is only given a right to use the Services in its own educational facility and is under no circumstances allowed to copy, sell, transfer, sublicense or in any other way distribute any of the Service elements to others.

The License grants access to the Services as part of the Customer's classroom curriculum and may only be used by students, administrators or educators within Customer's learning institution (collectively "Users" and each a "User") as recited herein. The License is valid for up to the number of Users provided in the purchase agreement. If Customer's educational facility has less than the purchased number of Users, it is not permitted to share the License with any other individual or entity. The License must be maintained for continued permission to use the Services.

As part of the registration process, each User will select, or be provided with, a username and password ("Username"). All of Customer's Usernames constitute Customer's "Account". Customer agrees to provide Snow Cloud with accurate, complete, unique and updated contact information for primary administrative User using the Services. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of Customer's right to use the Services. Customer is responsible for creating, notifying, and maintaining all other User accounts associated to their License. Customer may not allow Users to (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that Snow Cloud, in its sole discretion, deems inappropriate or offensive. Customer is responsible for maintaining the confidentiality of each User's username and password, and Customer will be responsible for all uses of Customer username and password, whether or not authorized by Customer.

Customer also agrees that Usernames may not be shared within anyone outside the registered classroom and/or family. Usernames may only be used by the User to whom they are assigned. Customer remains at all times solely and fully responsible for the proper use of its Account. Customer also agree to supervise and take full responsibility for the use of the Services by minors under the age of 13 years.

Customer is entirely liable for all activities conducted through Customer's Account and use of the Services and is responsible for ensuring that each User is aware of, and complies with, the terms of this Agreement. Each User agrees to be bound by the terms of this Agreement.

Customer will obtain informed consent from all Users (and their parents/guardians) to Snow Cloud's access, storage, monitoring, use or disclosure of any User Data.

Customer is responsible for notifying Snow Cloud immediately of any known or suspected unauthorized use(s) of Customer's Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of any of Customer's Username(s). Customer must promptly change any Username to prevent unauthorized access to Customer's Account. Snow Cloud will have no liability for any circumstances arising from the unauthorized use of a Username or Customer's Account. Any fraudulent, abusive, or otherwise illegal activity on Customer's Account may be reported to appropriate law-enforcement agencies by Snow Cloud.

Customer will at its own expense respond to questions and complaints from its Users or third parties relating to the Customer's or its Authorized Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues brought to its attention on its own, without escalating them to Snow Cloud.

4. INTELLECTUAL PROPERTY RIGHTS. Snow Cloud retains all right, title and interest in and to the Services, all appurtenant documentation and any other intellectual property rights. Nothing in the Contract or in these TOS shall impair or alter Snow Clouds rights to the Services, including copyright and other intellectual property rights, or be construed so as to constitute a sale or transfer of such rights to the Customer.

Customer is not allowed to perform any reverse engineering on any of the Service elements, including but not limited to reconstructing, back transfer, decompile, disassemble, modify, make derived versions of, or in any other way attempt to discover or find the source code for any of the Service elements.

5. SERVICES PERIOD. The Services shall be available for a one-year period beginning within thirty (30) days after Customer's payment of the Services Fee ("Service Term"). The Service Term will automatically renew for successive one-year terms if it has not been terminated in writing by one of the parties at least thirty days prior to expiration of the Service Term.

6. SERVICES FEE. Customer shall pay the Services Fee as specified in the invoice from Snow Cloud in advance of use of the Services. Thereafter, if the Service Term is renewed, Customer will be invoiced by Snow Cloud sixty days in advance of the expiration of the Service Term at the price for the Services then in place by Snow Cloud. Payment for the next Service Term shall be due thirty (30) days in advance of the beginning of the Service Term. All payments shall be made with reference to the invoice number. In case of late payment, Customer will be charged interest of 1.25% through date of payment.

7. SERVICES MANAGEMENT. Snow Cloud shall operate the Services for Customer as a hosted service and provide access to the latest version of the Services at any given time. Customer's data will be stored on 3rd-Party Hosted Servers in U.S. Data Centers. Hosted servers will meet industry-regulated security measures including, but not limited to, HIPPA / FERPA compliance, and PCI – DSS Compliance (for all payment

transactions). All Data is stored with redundancy and back-up processes are performed regularly. All Services will perform at 99% up-time, maintaining Services availability to Customer.

8. **PRIVACY.** Snow Cloud Productions, Inc. is committed to respecting the privacy of Users of the Services. Please review Snow Cloud's privacy policy located at URL <https://www.snowcloudproductions.com/privacy-policy/>, the terms of which are incorporated herein.

9. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SNOW CLOUD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. SNOW CLOUD MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM SNOW CLOUD OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e. INFORMATION CREATED BY THIRD PARTIES THAT CUSTOMER MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY SNOW CLOUD AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

10. LIMITATION OF LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT SNOW CLOUD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SNOW CLOUD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT SHALL SNOW CLOUD'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY CUSTOMER, IF ANY, FOR ACCESSING SNOW CLOUD.

11. EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 9 AND 10 MAY NOT APPLY TO YOU.

12. REMEDIES. The Parties agree and understand that violation of Snow Cloud's intellectually property rights may cause irreparable damage to Snow Cloud. Therefore, in addition to all other available remedies, Snow Cloud shall be entitled to injunctive relief in the event of a breach of this Agreement by Customer.

13. INDEMNITY. Customer agrees to defend, indemnify and hold harmless Snow Cloud and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Customer or Users use of and access to the Services, including any data or content transmitted or received by Customer or any User; (ii) Customer or any User's violation of any term of this Agreement; (iii) Customer or any User violation of any third-party right, including but not limited to any right of privacy or intellectual property rights; (iv) Customer or any User violation of any applicable law, rule or regulation, including but not limited to COPPA; (v) any content or information that is submitted via Customer's account; or (vi) any other party's access and use of the Services with any User's unique username, password or other appropriate security code.

14. TERMINATION. Customer or Snow Cloud may terminate this Agreement without cause at any time so long as it is at least thirty (30) days in advance of the termination of

any Service Term. Customer may terminate this Agreement at any time for cause so long as Customer has provided Snow Cloud with fifteen days' notice and an opportunity to cure. Snow Cloud may suspend the provision of the Services if Customer fails to pay timely any Service Fee or if suspension is necessary for security reasons. In the event of termination, Customer will not receive any refund in any Service Fee. In the event of Customer cancellation within a Service Term, so long as no security reason or suspicion of other breach of this Agreement, Customer will continue to have access to the Services until the end of the current Service Term.

15. FORCE MAJEURE. Snow Cloud will not be liable for any breach or failure to perform under this Agreement if such breach or failure to perform is due to acts beyond the reasonable control of Snow Cloud, which include by way of illustration, acts of God or public enemy, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, or any other cause or conditions beyond Snow Cloud's reasonable control; provided, however, that Snow Cloud will (i) promptly give written notice to Customer of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under this Agreement immediately upon the cessation of such cause(s).

16. ASSIGNMENT. Customer may not assign, transfer or pledge in any manner any of its rights under this Agreement without the prior written consent of Snow Cloud. Any such attempt to do so, contrary to the terms of this agreement, shall be null and void and shall relieve Snow Cloud of any and all obligations or liability herein. Snow Cloud may assign its obligations under this contract provided the assignee assumes Snow Cloud's obligations to Customer under this agreement.

17. GOVERNING LAW. Any dispute arising from this Agreement shall be governed by Florida law, and shall be decided solely and exclusively by State or Federal courts located in Duval County, Florida. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute over forum selection or jurisdiction shall be awarded its attorneys' fees for litigating this issue within thirty days of entry of an order determining the enforceability of this section.

18. SEVERABILITY. If any provision, paragraph or subparagraph of this agreement is adjudged by any court of law to be unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the agreement, including any of the paragraphs or provisions of subparagraphs. Each provision, paragraph and subparagraph of this agreement is declared to be severable from any other provision, paragraph and subparagraph and constitutes a separate and distinct covenant.

19. COUNTERPARTS. This Agreement may be signed in one or more counterparts, all of which will together constitute one and the same instrument with .pdf or facsimile signatures constituting the same as an original.

20. SURVIVAL. The provisions of 4, 8, 9 10, 11 and 17 shall survive the termination of this Agreement for any reason.