

Behavior RTI, LLC – END-USER SOFTWARE LICENSE (EULA)

BY USING BEHAVIOR SOFTWARE YOU ARE AGREEING TO TERMS OF THIS END USER LICENSE ("LICENSE"). IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE, DO NOT USE THIS SOFTWARE.

THIS END-USER LICENSE IS PART OF AND IS ISSUED PURSUANT TO THE TERMS OF USE ("TERMS") BETWEEN BEHAVIOR AND THE _____ SCHOOL ("CUSTOMER" OR THE "LICENSEE"), THE TERMS OF WHICH GOVERN THE PERMITTED USE AND OPERATION OF THE BEHAVIOR SOFTWARE BY THE LICENSEE AND THOSE END-USERS OF LICENSEE WHO ARE PERMITTED TO USE INSTANCES OR COPIES OF THE BEHAVIOR SOFTWARE AS SPECIFIED UNDER THE MASTER LICENSE. THE FAILURE OF THE LICENSEE TO COMPLY WITH THE MASTER LICENSE OR TIMELY PAY LICENSE FEES AS SPECIFIED UNDER THE MASTER AGREEMENT MAY RESULT IN THE TERMINATION OF AN END-USER'S RIGHT TO USE THE SOFTWARE AND BEING DENIED ACCESS TO USE IT. BEHAVIOR IS NOT REQUIRED TO PROVIDE ADVANCE NOTICE TO PERMITTED INDIVIDUAL END-USERS REGARDING TERMINATION OR DENIAL OF ACCESS.

ORGANIZATIONAL END-USERS/ AUTHORIZED END-USERS OF LICENSEE:

YOU ARE A PERMITTED USER OF BEHAVIOR SOFTWARE BECAUSE YOU ARE PART OF AN ORGANIZATION THAT IS THE NAMED LICENSEE UNDER THE TERMS OF USE WITH RIGHTS TO USE THE BEHAVIOR SOFTWARE,. AS SUCH, YOUR USE OF THE BEHAVIOR SOFTWARE IS PERMITTED ONLY AS AN AUTHORIZED END-USER SUBJECT TO COMPLIANCE WITH THE TERMS OF THIS END-USER LICENSE AND THE TERMS OF USE. YOUR PERMITTED USE IS ALSO SUBJECT TO THE AUTHORIZATION, PERMISSION AND RULES OF USE ESTABLISHED BY THE LICENSEE. THE FAILURE TO ADHERE TO THE TERMS OF THIS LICENSE WILL RESULT IN THE IMMEDIATE TERMINATION OF THIS LICENSE AS WELL AS RESULT IN A VIOLATION OF THE TERMS. YOUR USE OF THIS SOFTWARE IS STRICTLY LIMITED TO USE IN CONNECTION WITH THE AUTHORIZED INTERNAL BUSINESS OR GOVERNMENT FUNCTIONS OF THE LICENSEE.

IMPORTANT NOTE REGARDING COPYRIGHT MATERIALS:

TO THE EXTENT THAT THE BEHAVIOR SOFTWARE HAS FUNCTIONS THAT ENABLE THE SHARING AND REPRODUCTION OF DIGITAL MATERIALS, THE BEHAVIOR SOFTWARE IS LICENSED ONLY FOR SENDING AND REPRODUCTION OF NON-COPYRIGHTED MATERIALS, MATERIALS IN WHICH THE LICENSEE HAS OWNERSHIP, OR MATERIALS AUTHORIZED FOR USE BY A THIRD-PARTY OWNER OF SUCH MATERIALS.

1. GENERAL.

The BEHAVIOR Software is only licensed, not sold, by Behavior RTI, LLC ("BEHAVIOR") for your use only under the Terms between BEHAVIOR and the Licensee that has authorized you to download, install, and use executable BEHAVIOR Software. The terms of this License are subject to the Terms, as in effect, and your right to use the BEHAVIOR Software is governed by this License and subject to the Terms. This License does not give you any rights to possess, operate or use any BEHAVIOR Software independent of those rights granted to the Licensee under the Terms. Title and intellectual property rights in and to any content displayed by or accessed through the BEHAVIOR Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties and may be subject to terms of use of the third party providing such content. Except as specifically provided, this License does not grant you any rights other rights to use such content.

2. PERMITTED LICENSE USES AND RESTRICTIONS.

A. Subject to the terms and conditions of this License and the Terms, you are granted a limited non-transferable license to install, operate and use the BEHAVIOR Software in object code form only on mobile computing devices and computing devices that are authorized by the Licensee. You may not distribute or make

the BEHAVIOR Software available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the BEHAVIOR Software.

B. You agree to use the BEHAVIOR Software in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you download or use the BEHAVIOR Software. Further, you understand that the performance of BEHAVIOR Software requires adequate broadband internet connectivity to enable the transmission and receipt of data and communications content, and individual wireless carriers may use or implement various broadband data restriction, throttling, rationing, congestion mitigation or denial schemes and methods to limit broadband data utilization and throughput which may compromise or interfere with the use or operation of the BEHAVIOR Software.

C. By using the BEHAVIOR Software, you agree that BEHAVIOR and the Licensee may use and store your application and virtual private networking (VPN) access credentials and other information that you provide, including unique account identifiers, passwords, identifying information for the purpose of authenticating and validating your user identity, your access privileges, and other related matters.

D. You must not use the BEHAVIOR Software nor enable others to use the BEHAVIOR Software: (a) In a way prohibited by law; (b) To violate the rights of third parties; (c) To try to gain unauthorized access to or disrupt any service, device, data, account or network; (d) To spam or distribute malware, or transmit or cause to be transmitted any viruses, worms, Trojan horses, time bombs, cancel bots or any other harmful, damaging or destructive programs or content; (e) In a way that could otherwise harm the BEHAVIOR Software or impair anyone else's use of it; (f) To disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customers use of the BEHAVIOR Software, nor force any electronic barriers or locks which have been adapted for the purpose of protecting the BEHAVIOR Software; or share or transfer any license key, password or other security device relating to the use thereof with or to any other User or any third party; (g) In a manner that prevents or disrupts other computer communications, or prevents or disrupts the equipment employed to provide and use the BEHAVIOR Software; or (h) In any application or situation where failure of the BEHAVIOR Software could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

3. LIMITED CONSENT TO USE OF DATA FOR SUPPORT, SERVICES DELIVERY AND UPGRADES/ORGANIZATIONAL LICENSEE RIGHTS VERSUS AUTHORIZED END-USERS.

You agree that BEHAVIOR and its authorized agents may collect and use diagnostic, technical, usage and related information, including but not limited to information about your mobile device, operating system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, network services and other services to you (if any) related to the BEHAVIOR Software, and to verify compliance with the terms of this License and the Master License. BEHAVIOR may also use this information, if it is collected anonymously in a form that does not personally identify you, to improve our products or to provide services or technologies to you. You understand that your identity and use of the BEHAVIOR Software is not personal in nature and is related to the internal business or government function of the Master Licensee, and BEHAVIOR has the right, without any liability to you, to monitor, record, log all data generated by your use of the BEHAVIOR Software as permitted by the Master License and as otherwise instructed by the Licensee for its business or governmental purposes. ALL INFORMATION AND COMMUNICATIONS CREATED, TRANSMITTED OR RECEIVED THROUGH BEHAVIOR SOFTWARE BY AN AUTHORIZED END-USER OF ANY LICENSEE IS DEEMED BUSINESS OR GOVERNMENT INFORMATION OWNED BY THE LICENSEE AND INDIVIDUAL AUTHORIZED END-USERS HAVE NO EXPECTATION OF PRIVACY EXCEPT AS MAYBE PROVIDED BY APPLICABLE LAW OR YOUR LICENSEE. YOU AGREE BEHAVIOR IS NOT LIABLE TO YOU IF BEHAVIOR COLLECTS INFORMATION AT THE REQUEST OF THE LICENSEE AND THE COLLECTION OR USE OF SUCH INFORMATION ON BEHALF OF OR FOR THE LICENSEE VIOLATES ANY AGREEMENT, UNDERSTANDING OR DUTY BETWEEN YOU AND YOUR LICENSEE.

4. TERMINATION.

Your rights under this License will terminate automatically without notice from BEHAVIOR upon the expiration, suspension, or termination of the Master License. It may also be terminated if you fail to comply with any term(s) of this License or the Master License. Upon the termination of this License or in the event your authorization to use BEHAVIOR Software is revoked by the Licensee, you shall cease all use of the BEHAVIOR Software, delete the BEHAVIOR Software from your mobile or computing device, and destroy all copies, full or partial, of the BEHAVIOR Software that you may have. Sections 3, 4, 5, 6, 9 and 10 shall survive any such termination. You understand that the BEHAVIOR Software may contain license keys or other mechanisms that may disable the use or functioning of the BEHAVIOR Software upon termination.

5. DISCLAIMER OF WARRANTIES.

The BEHAVIOR Software is intended solely for trade, business, and governmental use and not for consumer use. Your use of the BEHAVIOR Software is licensed solely for the internal trade, business, and governmental use of the Master Licensee through whom you are authorized as an end-user and not for your personal or consumer use. If you use the BEHAVIOR Software for personal or consumer use, even if BEHAVIOR is apprised of your intended or actual use, or is permitted by the rules, regulations, requirements, or convenience of your Licensee, even if the BEHAVIOR Software is installed and used on your personal mobile or computing device, you agree that such use does not change the characterization and purpose of the BEHAVIOR Software. ACCORDINGLY, BEHAVIOR MAKES NO WARRANTIES TO YOU AS AN INDIVIDUAL OR CONSUMER AND ALL WARRANTIES OF WHATSOEVER KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE FOREGOING AND IN ADDITION THERETO WITH RESPECT TO THE USE OF THE BEHAVIOR SOFTWARE FOR TRADE, BUSINESS AND GOVERNMENTAL, YOU EXPRESSLY ACKNOWLEDGE AND AGREE, AS A CONDITION TO YOUR PERMITTED USE, THAT USE OF THE BEHAVIOR SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE MASTER LICENSEE THROUGH WHOM YOU ARE AUTHORIZED AS AN END-USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BEHAVIOR SOFTWARE IS PROVIDED "AS IS, WHERE IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY PROVIDED IN THE MASTER LICENSE.

BEHAVIOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE BEHAVIOR SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE BEHAVIOR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE BEHAVIOR SOFTWARE IS OR WILL BE ALWAYS COMPATIBLE WITH VARIOUS OTHER APPLICATIONS OPERATING ON OR CHANGES MADE TO THE OPERATING SYSTEM OF YOUR COMPUTING DEVICE. YOU AGREE AND UNDERSTAND THAT THE BEHAVIOR SOFTWARE IS ONLY DESIGNED AND INTENDED TO OPERATE ON THE VERSION OF THE OPERATING SYSTEM AND DEVICES SPECIFIED, AND INSTALLATION AND USE ON OTHER DEVICES OR VERSIONS OF OPERATING SYSTEMS MAY NOT FUNCTION AS INTENDED OR AT ALL. YOU FURTHER ACCEPT THE INHERENT RISKS OF USE OF THE BEHAVIOR SOFTWARE WITH ALL POSSIBLE FAULTS AND CONDITIONS WHICH MAY IMPAIR ITS OPERATION THAT MAY ARISE, INCLUDING FAILURE OR INTERRUPTION OF COMMUNICATIONS TRANSMISSIONS, ERRONEOUS, INACCURATE, INTERRUPTED OR LOSS OF OR OF ACCESS TO GEO-POSITIONING DATA AND LOCATION INFORMATION, DELAYS IN LACK OF WIRELESS DATA OR COMMUNICATIONS COVERAGE, THIRD PARTY DENIAL OF SERVICE ATTACKS AND OTHER CYBER ATTACKS, THIRD PARTY ORIGINATED MALICIOUS EXECUTABLES, VIRUSES AND TROJAN SOFTWARE, INTERRUPTIONS FROM UNINTENTIONAL OR INTENTIONAL ELECTRONIC INTERFERENCE OR JAMMING OF COMMUNICATIONS, THIRD PARTY CARRIER THROTTLING OF COMMUNICATIONS OR DATA CAPACITY OR DENIAL OF ACCESS DUE TO OVER USE, CONGESTION OR OTHER CONDITIONS, THIRD PARTY SURREPTITIOUS MONITORING OR EAVESDROPPING, UNLAWFUL OR UNAUTHORIZED COPYING OR REPRODUCTION OF INFORMATION SENT BY OR THROUGH BEHAVIOR SOFTWARE BY RECIPIENTS, MESSAGE OR COMMUNICATION DEGRADATION THROUGH PACKET LOSS,

TRANSMISSION DELAYS, MISROUTING OR REROUTING OF COMMUNICATIONS, FAILURE OR DAMAGE OR DESTRUCTION TO HARDWARE DEVICES OR EQUIPMENT NECESSARY FOR THE ROUTING, DELIVERY, ACCESSING, AUTHENTICATING OR PROCESSING OF COMMUNICATIONS OR COMMUNICATIONS USERS, SUCH AS, BUT NOT LIMITED TO SERVERS, ROUTERS AND STORAGE DEVICES USED IN CONNECTION WITH THE DELIVERY OF NETWORK, SECURITY, APPLICATION RELATED SERVICES. WITHOUT LIMITING THE FOREGOING, ALL PUBLIC SAFETY, EMERGENCY, HEALTH AND SAFETY, AND CRITICAL SERVICE PERSONNEL KNOWINGLY ACCEPT ALL RISKS INHERENT WITH WIRELESS COMMUNICATIONS AND RELATED APPLICATION SOFTWARE AND UNDERSTAND THAT THE POTENTIAL RISK OF INJURY OR DEATH MAY OCCUR DUE TO A LOSS OF COMMUNICATIONS, AND NO USER SHOULD RELY ON A SINGLE METHOD, SERVICE AND/OR DEVICE FOR COMMUNICATIONS.

6. LIMITATION OF LIABILITY.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL BEHAVIOR BE LIABLE TO YOU FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURIES, DAMAGES TO PROPERTY OR OTHER PERSONS, LOSS OF EMPLOYMENT OR WAGES, LOSS OF REPUTATION, SLANDER, LIBEL, EMBARRASSMENT, MENTAL OR EMOTIONAL DISTRESS, UNINTENDED OR ACCIDENTAL COPYRIGHT INFRINGEMENT BY YOU USING BEHAVIOR SOFTWARE FUNCTIONS, OR ANY OTHER MATTER, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE BEHAVIOR SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BEHAVIOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BEHAVIOR BE LIABLE TO YOU AS AN END-USER OF BEHAVIOR SOFTWARE THAT IS FURNISHED BY OR THROUGH THE LICENSEE OR BECAUSE OF ANY OTHER UNAUTHORIZED MEANS EVEN IF NETWORK OR OTHER SERVICES ARE PROVIDED TO YOU BY MISTAKE. SOLE AND EXCLUSIVE PRIVITY OF CONTRACT AND ALL RELATED OBLIGATIONS AND/OR DUTIES, IF ANY, LAY SOLELY BETWEEN BEHAVIOR AND THE MASTER LICENSEE OF THE ORGANIZATION THROUGH WHOM THE END-USER HAS BEEN AUTHORIZED.

7. EXPORT CONTROL.

You may not use or otherwise export or re-export the BEHAVIOR Software except as authorized by United States law and the laws of the jurisdiction in which the BEHAVIOR Software was obtained. In particular but without limitation, the BEHAVIOR Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the BEHAVIOR Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of missiles, and nuclear, chemical, or biological weapons.

8. GOVERNMENT END USERS.

The BEHAVIOR Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, or as otherwise specified under a Master License between BEHAVIOR and the government entity so being licensed. Unpublished rights are reserved under the copyright laws of the United States.

9. CONTROLLING LAW AND SEVERABILITY.

Except as otherwise provided under the Master License, this License will be governed by and construed in accordance with the laws of the State of Connecticut, excluding its conflict of law principles.

10. THIRD PARTY NOTICES.

Portions of the BEHAVIOR Software utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the notice files accompanying the BEHAVIOR Software, and your use of such material is governed by their respective terms.