

## REMIND STANDARD DISTRICT AGREEMENT

This Remind Standard District Agreement (the "**Agreement**") is entered into by and between Remind101, Inc. ("**Remind**") and the customer identified in the Ordering Document ("**Customer**"). This Agreement is effective as of the date the Agreement is countersigned (the "**Effective Date**"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind Customer, please do not sign this Agreement. This Agreement governs Customer's access to and use of the Services and will be effective as of the Effective Date.

### 1. SERVICES

**1.1 Facilities and Data Transfer.** All facilities used to store and process Customer Data will adhere to reasonable security standards. Remind and those third party vendors Remind relies upon to process Customer data have implemented at least industry standard systems and procedures to protect the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Remind may transfer, store and process Customer Data in the United States or any other country in which Remind or its third party vendors maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

#### 1.2 Modifications.

- **a. To the Services.** Remind may make commercially reasonable changes to the Services from time to time, including changing third party providers of services. Customer will facilitate any commercially reasonable changes to the Services, if necessary. If Remind makes a material change to the Services, Remind will inform Customer through posting any change to our website or messaging the Customer directly. Unless Customer objects in writing within thirty days of such notification the Customer will facilitate any material changes to the Services.
- **b. Service and Privacy Policy.** Remind may make commercially reasonable changes to the Service and Privacy Policy from time to time. If Remind makes a material change to the Service and Privacy Policy, Remind will inform Customer by email. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Remind in writing within thirty days after receiving notice of the change. If Customer notifies Remind as required, then Customer will remain governed by the terms in effect until the end of the then-current school year. If the Services are renewed, they will be renewed under Remind's then current Service and Privacy Policy.

1.3 **Ads.** Remind complies with applicable laws and will not serve behaviorally targeted ads unless permitted by those laws.

2. **CUSTOMER OBLIGATIONS**

2.1 **Compliance.** Customer will use the Services in accordance with the Terms of Service. Remind may augment and improve the Services by making new applications, features or functionality for the Services available from time to time.

2.2 **Customer Administration of the Services.** Customer may specify one or more Administrators. Customer is responsible for: (a) designating those individuals who are authorized to access the Admin Account(s); and (b) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Remind's responsibilities do not extend to the internal management or administration of the Services for Customer and that Remind is merely providing services to the Customer and those faculty, staff, parents or students (i.e., End Users) authorized and authenticated by the Customer.

2.3 **End User Consent.** Customer's Administrators may have the ability to access, monitor, use, or disclose data available. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Remind providing Customer with the ability to do so; and, (ii) Remind to provide the Services.

2.4 **Parental Consent.** Under section 10.1 below, Customer is responsible for compliance with the Children's Online Privacy Protection Act of 1998, including obtaining parental consent for collection of personal information in the Services.

2.5 **Unauthorized Use.** Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Remind of any unauthorized use of, or access to, the Services of which it becomes aware.

2.6 **Restrictions on Use.** Unless Remind specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; or (c) attempt to create a substitute or similar service through use of, or access to, the Services. Customer is solely responsible for any applicable compliance with the Health Information Portability and Accountability Act (HIPAA).

2.7 **Third Party Requests.** Customer is responsible for responding to Third Party Requests. Remind will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond

to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Remind only if it cannot reasonably obtain such information.

3. **PAYMENT.**

If any of the Services are purchased for a Fee, the terms in this Section 3 apply to those Services.

**3.1 Payment.** Unless specified otherwise in the Order Form, all Fees are due thirty days from the invoice date and all payments due are in U.S. dollars.

**3.2 Delinquent Payments.** Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Remind in collecting such delinquent amounts, except where such delinquent amounts are due to Remind's billing inaccuracies.

**3.3 Purchase Orders.** If Customer wants a Purchase Order number on its invoice, Customer will inform Remind and issue a Purchase Order to Remind. If Customer requires a Purchase Order, and fails to provide the Purchase Order to Remind, then Remind will not be obligated to provide the Services until the Purchase Order has been received by Remind. Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void.

**3.4 Taxes.** Customer is responsible for any Taxes, and Customer will pay Remind for the Services without any reduction for Taxes. If Remind is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Remind with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Remind, Customer must provide Remind with an official tax receipt or other appropriate documentation to support such payments.

**3.5 Invoice Disputes.** Any invoice disputes must be submitted prior to the invoice due date.

4. **INVOICING; RATES.**

If any of the Services are purchased for a Fee, the terms in this Section 4 apply to those Services. Remind will invoice Customer the Fees for Services in advance for the Initial Term Charge, which will be set forth in the Order Form. For use of Services purchased for a Fee during subsequent Terms of Service, Remind will invoice Customer for those Services and reserves the right to invoice the Customer in advance for each subsequent period of Service.

5. **SUSPENSION.**

**5.1 Of End User Accounts by Remind.** If Remind becomes aware of an End User's violation of Remind's Terms of Service or Privacy Policy, then Remind may Suspend the End User's account.

**5.2 Emergency Security Issues.** If there is an Emergency Security Issue, then Remind may automatically Suspend any offending End User. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue.

6. **CONFIDENTIAL INFORMATION.**

**6.1 Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees, independent contractors and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

**6.2 Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

**6.3 Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7. **INTELLECTUAL PROPERTY RIGHTS.**

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Remind owns all Intellectual Property Rights in the Services.

8. **PUBLICITY.**

Customer agrees that Remind may include Customer's name or Brand Features in a list of Remind customers, online or in promotional materials. Customer also agrees that Remind may verbally reference Customer as a customer of the Remind products or services that are the subject of this Agreement.

9. **REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.**

**9.1 Representations and Warranties.** Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Remind warrants that it will provide the Services. Customer acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Services by the Customer and End Users.

**9.2 Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. REMIND MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

10. **TERM; FEES.**

**10.1 Agreement Term.** This Agreement will remain in effect for the Term as set forth and agreed to in the Order Form.

**10.2 Services Term and Purchases During Services Term.** Remind will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts added during any Services Term will have a prorated term ending on the last day of that Services Term.

**10.3 Fees.** Upon the parties' mutual written agreement (a) Remind may charge Customer Fees for the Services; and, (b) Remind may charge Customer Fees for a premium version of the Services or for optional functionality or enhancements that may be added to the Services by Remind and as agreed to by the Customer.

**10.4 Services Use.** Customer has no obligation to use the Services and may cease using the Services at any time for any reason (or no reason).

11. **TERMINATION.**

**11.1 Termination for Breach.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its

business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

**11.2 Other Termination.** Customer may terminate this Agreement for any reason (or no reason) with thirty days prior written notice to Remind, provided, however, that Customer will remain obligated to pay any Fees for Services that Customer has purchased applicable to the remainder of the then-current Services Term for those Services.

**11.3 Termination for Failure to Pay.** Remind may terminate this Agreement and cease providing services if Customer fails to pay invoices due within a timely fashion.

**11.4 Effects of Termination.** If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Remind will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Remind's then-current rates, if applicable, for the Services; (iii) after a commercially reasonable period of time and only upon explicit, written request of the Customer, Remind will delete Customer Data by overwriting it over time; and, (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

## 12. LIMITATION OF LIABILITY.

**12.1 Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

**12.2 Limitation on Amount of Liability.** NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE GREATER OF: (I) ONE THOUSAND DOLLARS OR (II) THE AMOUNT PAID BY CUSTOMER TO REMIND UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

**12.3 Exceptions to Limitations.** These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

## 13. MISCELLANEOUS.

**13.1 Notices.** Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal

courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

**13.2 Assignment.** Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate or successor as pursuant to a change of control.

**13.3 Change of Control.** Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control.

**13.4 Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

**13.5 No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

**13.6 Severability.** If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

**13.7 No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

**13.8 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**13.9 Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.

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**13.10 Governing Law.** The parties agree to remain silent regarding governing law and venue.

**13.11 Amendments.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

**13.12 Survival.** The following Sections will survive expiration or termination of this Agreement: 6 (Confidential Information), 7 (Intellectual Property Rights), 11.4 (Effects of Termination), 12 (Limitation of Liability), 13 (Miscellaneous), and 14 (Definitions).

**13.13 Insurance.** Remind will maintain insurance coverage consistent with generally recognized commercial standards including general liability insurance.

13.14 **Entire Agreement.** This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. If Customer is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The Service and Privacy Commitments referenced in this Agreement are hereby incorporated by this reference.

13.15 **Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Service and Privacy Commitments, this Agreement, and Order Form (if applicable).

13.16 **Counterparts.** The parties may enter into this Agreement by executing the applicable Order Form (if any) or this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

14. **DEFINITIONS.**

- "**Admin Account(s)**" means the administrative account(s) provided to Customer by Remind for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Remind will provide to Customer.
  - "**Administrators**" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.
  - "**Ads**" means online advertisements, excluding advertisements provided by any advertising products that are not part of the Services that Customer chooses to use in connection with the Services, displayed by Remind to End Users.
  - "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
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- "**Agreement**" means, as applicable either this Remind Standard District Agreement, or the combination of an Order Form and this Remind Standard District Agreement.
  - "**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
  - "**Confidential Information**" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances.
  - "**Customer Data**" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.



- **"Customer Domain Names"** means the domain names owned or controlled by Customer, which will be used in connection with the Services, as identified in the Order Form.
- **"Emergency Security Issue"** means either: (a) Customer's use of the Services in violation of the Terms of Service, which could disrupt: (i) the Services; (ii) other customers' use of the Services; or (iii) the Remind network or servers used to provide the Services; or (b) unauthorized third party access to the Services.
- **"End Users"** means the individuals that Customer permits to use the Services.
- **"End User Account"** means a Remind-hosted account established through the Services for an End User.
- **"Fees"** means the amounts invoiced to Customer by Remind for the Services (if applicable) as described in this Agreement.
- **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.
- **"Intellectual Property Rights"** means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- **"Services Term Charge"** means the charge for the Services for the Services Term (excluding any applicable one time fees), as set forth in the Order Form (if applicable).
- **"Order Form"** means an order form, which is the written document provided by Remind specifying the Services Customer will purchase from Remind for a Fee (if any) under the Agreement. The Order Form will contain: (i) a signature block for Customer, or for both Customer and Remind; and (ii) Fees.
- **"Purchase Order"** means a Customer issued purchase order.
- **"Services"** means those products, features and functionality provided by Remind. The Services are described here: [www.remind.com](http://www.remind.com).
- **"Service and Privacy Commitments"** means the Terms of Service and the Privacy Policy.
- **"Service Commencement Date"** is the date upon which Remind makes the Services available to Customer.

**"Services Term"** refers to the period from Service Commencement Date to the earlier of (i) the Service Termination Date specified in the Order Form or (ii) the date Remind no longer makes Services available to Customer.

- **"Staff"** means an individual (including any faculty) who is or has been employed by Customer.
- **"Student"** means an individual who has been registered for classes offered by Customer within the last twelve months.
- **"Suspend"** means the immediate disabling of all or a portion of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.
- **"Taxes"** means any duties, customs fees, or taxes (other than Remind's income tax) associated with the sale of the Services, including any related penalties or interest.
- **"Term"** means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the Services Term or (ii) the Agreement is terminated as set forth herein.
- **"Terms of Service"** means the acceptable use policy for the Services available at [www.remind.com/terms-of-service](http://www.remind.com/terms-of-service).
- **"Third Party Request"** means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

*Signature Page Follows*

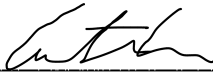
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IN WITNESS THEREOF, the parties hereto have caused their respective duly authorized representatives to sign this Agreement as set forth below.

**Remind101, Inc.**

**Customer**

WAYLAND PUBLIC SCHOOLS  
(School District Name)

By: 

By:   
(Signature)

Name: Winston Wu

Name: PAUL STEIN

Title: Head of Finance & Operations

Title: SUPERINTENDENT OF SCHOOLS

Date: 8/29/2017

Date: 6/22/17