



TERMS AND CONDITIONS

Abre.io, Inc. (“Abre”) offers a suite of software products and services that make education management more effective and efficient throughout the entire learning community. These Terms and Conditions are made and entered into by and between Abre and you (“you” or “Customer”), as identified on any applicable order form between you and Abre (the “Order Form”), and are effective as of the Effective Date listed in the Order Form. The Order Form is incorporated into and made part of these Terms and Conditions (such Order Form and Terms are Conditions are collectively referred to as the “Agreement”). If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form.

The Agreement sets forth the terms and conditions pursuant to which Abre agrees to provide to you access to and use of the software products and services described in an Order Form (collectively, the “Software and Services”). The Software and Services comprise the software to which you are granted access by Abre (the “Software”) and the services provided by Abre to you in connection therewith (the “Services”). Capitalized terms used in this Agreement that are not otherwise defined shall have the meanings set forth in Section 12 below.

1. Access & Ownership Rights.

1.1 Limited Grant of Access Rights: Customer acknowledges that the “Abre Software” includes various components, including both the Open-Source Software, which is governed by the applicable license terms thereof (except as expressly provided herein), and the “Commercial Abre Software”, which is governed solely by the terms of this Agreement. Subject to and conditioned on Customer’s payment of applicable fees and the terms and conditions herein, Abre hereby grants to Customer a limited, non-exclusive and non-transferable right to access the Commercial Abre Software and Content specified in Order Form beginning on Service Start Date.

1.2 Abre’s Intellectual Property: Subject only to the limited rights granted hereunder, all right, title and interest in and to (a) the Commercial Abre Software, as well as the corresponding “Object Code” and “Source Code”, (b) any software modifications, derivative works, processes, configurations, procedures and other intellectual property rights relating to the Commercial Abre Software, as well as the corresponding Object Code and Source Code, developed or held by either party hereto as a result of either that party’s use of the Commercial Abre Software or Abre’s performance of its obligations under this Agreement, and (c) all associated copyright, trademark, patent, trade secret and intellectual property rights of the Commercial Abre Software, is and shall be at all times solely vested in, and shall remain the exclusive property of, Abre and any third parties whose software programs have been incorporated by Abre as part of the Commercial Abre Software. Abre, on behalf of itself and such third parties, reserves all of its, and all of such third-parties’, rights in such property.

1.3 Customer’s Intellectual Property: Between Abre and Customer, Customer owns all right, title and interest in and to all “Customer Data”, all “Customer Work Product”, and (subject to the applicable license terms) all Customer contributions to the Open-Source Software, including any software modifications, derivative works, processes, configurations, procedures and all other intellectual property rights relating thereto. Customer expressly grants Abre a limited and non-exclusive right to use the Customer Data and Customer Work Product hereunder during the term of this Agreement exclusively for the purposes of carrying out its obligations under the Agreement.

1.4 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Abre may monitor Customer’s use of the Software and the Services and collect and compile data and information related to Customer’s use of the Services that is used by Abre in an aggregate and anonymized manner (“Aggregated Data”). As between Abre and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Abre. Customer acknowledges that Abre may compile Aggregated Statistics based on Customer Data input into the Software or the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer’s Confidential or otherwise private or protected information.

1.4 Restrictions: Except as otherwise authorized by the Agreement, Customer may not: (a) authorize or license any party whatsoever to use, access, license, sublicense or otherwise transfer the Commercial Abre Software, (b) modify or customize the Commercial

Abre Software, (c) create any derivative works in, or based on, the Commercial Abre Software, (d) print, copy, reproduce, distribute, transfer, transmit (whether physically or electronically) or assign the Commercial Abre Software, (e) decompile, disassemble, decode or otherwise reverse engineer the Commercial Abre Software or any part thereof or (f) promote, deliver, distribute or license the Commercial Abre Software through any third-party. For the avoidance of doubt, the restrictions of this paragraph do not apply to the Open-Source Software, whether obtained in combination with the Commercial Abre Software or otherwise. However, notwithstanding the limited rights granted to the Customer, the Customer shall have no right, title or interest in or to the Source Code of the Commercial Abre Software or any part thereof.

1.5 Customer's Responsibilities: Customer will: a) be directly responsible for its users ("Customer Users") acts and omissions and Customer Users compliance with this Agreement and Abre's Terms of Use, b) be solely responsible for the accuracy, quality and legality of Customer Data and the means by which the Customer Data is acquired, and c) maintain any and all proprietary notices incorporated in, or fixed to, the Software and on all copies or extracts thereof and may not alter or remove such notices. Subject to the terms of the Agreement, including the specifications and limitations set forth in the applicable Order Form, Customer agrees not to use or permit use of the Software or Services to display, store, process or transmit any Customer Data, that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any material that is false, defamatory, harassing or obscene, (iii) constitute an infringement of intellectual property or other proprietary rights, or (v) violate privacy rights, or any other applicable laws, ordinances or regulations. If Abre receives information that Customer is in violation of any of the foregoing restrictions, Abre will notify Customer, and Customer will promptly take appropriate action to resolve such violation. If Customer does not take required action in accordance with the above, Abre reserves the right, but has no obligation, to take remedial action if any Customer Data violates the foregoing restrictions, including the removal or suspension of access to the Software and/or Services. Abre shall have no liability to Customer in the event that Abre takes such action.

1.6 End Users' Compliance with Website Terms of Use: Customer understands that Customer Users of the Software and Services (i.e., designated administrators, faculty members, staff members, parents or guardians, students, and authorized community partners) will be bound by the terms and conditions set forth in Abre's Site [Terms of Use](#) and [Privacy Policy](#), which are hereby incorporated by reference. All Customer Users must consent to the terms of the Terms of Use and Privacy Policy prior to accessing the Software and Services. To the extent permitted under applicable law, Customer may consent on behalf of its students to the Terms of Use and Customer will be directly liable for any damages or losses that Abre or a third party incurs as a result of Customer's students' failure to comply with the Terms of Use.

1.7 Use Restrictions for Content. Pursuant to the terms of an Order Form, the Customer's access rights to the Software and Services may include access to Content. The Customer shall not use the Content for any purposes beyond the scope of the access granted in the Agreement. The Customer shall not at any time, directly or indirectly, and shall not permit any Customer Users to: (i) create subsets or compile Content with other content or materials for commercial purposes; (ii) modify, translate, adapt or create derivative works based on the Content for commercial purposes; (iii) remove or modify any markings or any notice of proprietary rights on the Content; (iv) use the Content in any way that is contrary to the terms and conditions of the Agreement; or (v) use the Content in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. If Abre receives information that Customer is in violation of any of the foregoing restrictions, Abre will notify Customer, and Customer will promptly take appropriate action to resolve such violation. If Customer does not take required action, Abre reserves the right to take remedial action, including but not limited to, the removal or disablement of access to such Content. Abre shall have no liability to Customer in the event that Abre takes such action.

1.8. Third-Party Content. The Customer acknowledges and agrees that certain Content may include or refer to content or materials licensed by third parties to Abre ("Third-Party Content") and that Abre's rights in and to such Third-Party Content may expire or otherwise terminate during the Term of this Agreement. Customer further acknowledge and agrees that, notwithstanding anything contrary in this Agreement, (i) any rights in and to Third-Party Content will at all times be limited and subject to Abre's rights in and to the respective Third-Party Content; (ii) Abre shall remove Third-Party Content to which it is no longer authorized to distribute from the Software and Services; and (iii) the removal of Third-Party Content will not reduce or otherwise impact the Amounts Due, unless otherwise agreed by the parties in writing.

2. Fees and Payments.

2.1 Customer shall pay all Amounts Due specified in each Order Form and any other "Addendums" executed under this Agreement. All Amounts Due shall be paid within 30 calendar days of the date on which Abre invoices the Customer and shall be paid by the Customer in U.S. Dollars.

2.2 Customer shall be responsible for reimbursing Abre for its reasonable expenses, such as travel, incurred while delivering any services to be provided in accordance with this Agreement and any such amounts shall be Amounts Due hereunder.

2.3 The Amounts Due are exclusive of any sales, use, excise, value-added, withholding or other taxes and governmental charges which are now and may be later imposed by any governmental authority and become due or payable as a result of the parties' mutual execution and delivery of this Agreement. The Customer shall be responsible for all taxes and governmental charges required by law, excluding taxes based on Abre's net income, and shall reimburse Abre for any such taxes and governmental charges.

2.4 If Customer fails to pay any Amounts Due, Abre may assess an additional charge of 1.5% of any unpaid Amounts Due or the maximum amount permitted by law, whichever is less, for each 30-calendar-day period such Amounts Due remain unpaid. If Abre incurs any fees, costs, expenses or other amounts in collecting from the Customer any Amounts Due (including reasonable attorneys' fees and costs), the Customer shall reimburse Abre for any and all of the same.

3. Services.

3.1 Delivery. Professional Development and Services may be delivered on-site or by electronic means (webinar, digital courses, and in-product messaging), as outlined in the applicable Order Form. All Professional Development and Services will be utilized during the term of the Order Form. Professional Development and Services not utilized during the term of the Order Form will be forfeited.

3.2 Cancellation.

(a) On-site Professional Development and Services canceled within 15 business days of the scheduled on-site visit will result in forfeiture. Abre shall have no obligation to reschedule the on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes, Abre will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. Abre shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes, Abre will work in good faith with the Customer to reschedule.

(c) Should Abre be unable to deliver on-site Professional Development and Services during the term of the Order Form due to prolonged school closures, inability for Abre employees to travel safely, or other instance which may cause it to be unsafe for Abre employees to interact in person with Customer employees, then Abre will deliver the same Professional Development and Services content virtually on the committed dates.

4. Term & Termination.

4.1 Term. This Agreement will become effective as of the "Effective Date", and it will continue in effect until it is terminated in accordance with Sections 4.2, 4.3, and/or 4.4 below (the "Term"). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the "Subscription Period", and any additional Renewal Period.

4.2 Subscription Period. The Subscription Period will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods "Renewal Period".

4.3 Termination without Cause. Neither party may terminate this Agreement without cause. For termination for cause, see Section 4.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

4.4 Termination or Suspension for Cause. Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to Abre, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

4.5 Survival. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease, including Customer's access rights to use the Services, except that: (a) within 30 days after the effective date of termination, Customer will pay all amounts owing to Abre, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.1, 1.2, 1.5, 1.6, 6, 7, 12, the applicable portions of Section 13, and the provisions of this Section 4.5 shall survive termination or expiration of this Agreement.

5. Confidentiality.

5.1 Each party hereto may deliver "Confidential Information" to the other. If a party hereto receives the Confidential Information of the other, such receiving party (a) shall use such Confidential Information solely for the purpose of carrying out its obligations under this Agreement, (b) shall hold such Confidential Information in confidence and take reasonable precautions to protect such Confidential Information (including all precautions that such party employs with respect to its confidential materials), (c) may not divulge any such Confidential Information or any information derived therefrom to any third-party and (d) shall only divulge such Confidential Information to those of its employees, representatives and affiliates who have a reasonable need to know such information.

5.2 The provisions of Section 5.1 do not apply to (a) to any Confidential Information that (1) is or becomes (through no improper action or inaction by the party hereto receiving the same or any of its employees, representatives or affiliates) generally available to the public, (2) was in its possession or known by the party hereto receiving the same prior to receiving it from the party hereto disclosing the same, (3) was properly disclosed to the party hereto receiving the same without any obligation of confidentiality or (4) was discovered or created by the party hereto receiving the same without reliance on such Confidential Information (as shown in the records of such receiving party), (b) to disclosures required by law or court order, provided that the party hereto receiving such Confidential Information (1) uses reasonable efforts to limit such disclosure and to obtain confidential treatment or a protective order with respect thereto, (2) has allowed the party hereto disclosing such Confidential Information to participate in the proceedings related to such legal or court-ordered disclosure (to the extent reasonably practical) and (3) cooperates reasonably with the efforts to contest or limit the scope of such disclosure of the party hereto disclosing such Confidential Information or (c) to disclosures of information relating to this Agreement made to any referral party, reseller, sales and marketing agent or other partner with which either party hereto interacted in furtherance of entering into this Agreement.

6. Warranties and Disclaimers.

6.1 The Customer hereby represents and warrants to Abre that, as of the Effective Date, (a) it has the full right, power and authority to enter into, and fully perform its obligations under the provisions of, this Agreement, and (b) the Customer Data and Customer Work Product does not infringe on any copyright, patent, trade secret, or other proprietary right held by any third party.

6.2 Abre hereby represents and warrants to the Customer that, as of the Effective Date, (a) it has the full right, power and authority to enter into, and fully perform its obligations under the provisions of, this Agreement, (b) it has the full right, power and authority to grant to the Customer the Customer Access Rights and (c) it has not infringed upon the intellectual property rights of any third-party or misappropriated the trade secrets of any third-party in granting the Customer Access Rights to the Customer.

6.3 EXCEPT AS DESCRIBED IN THIS SECTION 7, THE ABRE SOFTWARE IS PROVIDED BY ABRE ON AN "AS- IS" BASIS. ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED OR CONTRACTUAL OR STATUTORY, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITATION, ABRE DOES NOT WARRANT THAT (a) THE OPERATION AND/OR USE OF THE ABRE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, (b) THE ABRE SOFTWARE WILL PERFORM IN EVERY OPERATING ENVIRONMENT, (c) ALL DEFICIENCIES OR ERRORS IN THE ABRE SOFTWARE ARE CAPABLE OF CORRECTION OR (d) THE ABRE SOFTWARE WILL MEET THE REQUIREMENTS OF ANY PARTY WHATSOEVER. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

7. Accessibility. Abre agrees that all web accessible content, services, and applications provided pursuant to the Contract with the Customer, with the exception of content generated by and made accessible through Abre software by the Customer, the Customer's staff, students and parents are accessible utilizing the framework and guidelines of *Web Content and Accessibility Guidelines (WCAG) 2.0* (as updated). If any web accessible content, services, and/or applications provided by Abre pursuant to the Contract with the Customer are not and/or will not be accessible as described above, Abre must provide immediate notice to the Customer and take appropriate steps to remedy the same.

8. Student Data.

8.1 Abre certifies that it will or will not have access to student data, student information, and/or student education records (collectively "Student Data"). If Abre has access to Student Data, Abre will comply with Family Educational Rights and Privacy Act (FERPA), Protection of Pupil Rights Amendment (PPRA), and R.C. §3319.321. Abre further agrees that, as between Abre and the Customer, all Student Data shall remain property of the Customer, and shall not be used for any purpose other than that outlined in the Agreement.

8.2 Abre will provide information to the Customer related to the privacy protections that Abre has implemented to protect Student Data it will have access to pursuant to the Contract.

8.3 Abre agrees that it will abide by and follow the Model Terms of Service and Privacy established, and as may be amended, by the U.S. Department of Education Privacy Technical Assistance Center (PTAC).

8.4 In the event of a known security breach related to a Customer's Student Data, Abre will promptly notify the Customer of such breach and take appropriate steps to remedy the breach.

8.5 Customer represents that it has the full right and authority to upload or allow others to provide Student Data to Abre, via the Software, Services, or otherwise, to be used in accordance with the Agreement and the Terms of Use. Customer acknowledges that it is solely responsible for designating access levels to Student Data to its Customer Users. Abre shall not be liable for any damages or losses that occur based on the collection, access, use or disclosure of Student Data that was performed by Customer or Customer Users, or that was authorized by Customer or Customer Users in the account settings or elsewhere.

9. Security Protocols.

9.1 Abre agrees and certifies that it follows industry standard information security protocols pertaining to the security of data information as well as confidential data and information.

9.2 Abre further agrees that it will provide Customer with copies of Abre's data breach protocols upon request.

9.3 Abre agrees that any server of Abre or of a third-party contracted by Abre storing or processing Customer Data complies with Minimum Security Standards for Confidential Devices.

10. COPPA. Abre certifies that COPPA is or is not applicable to their services. If COPPA is applicable, Abre certifies that it is in compliance with all requirements of COPPA and shall provide the Customer with a written certification of all COPPA compliance actions.

11. Miscellaneous. The Agreement, including any documents incorporated by reference herein, contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services listed in the applicable Order Form. All Fees and payments are non-refundable unless you terminate this Agreement for cause pursuant to Section 4.4 above, in which case you may receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. Abre will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. Each party hereto may publicize that it has entered into this Agreement with the other and the relationship between the parties hereto. Neither party may disclose any of the specific terms of this Agreement, including pricing. During the term of this Agreement, either party may include the names, trademarks and other logos of the other party (collectively the "Marks") in lists (including on its website) of customers or vendors and/or marketing materials in accordance with the other party's standard usage guidelines relating to its Marks. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with

any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 12) will constitute effective service within the Customer's home state. It is the express intention of the parties that Abre perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute Abre as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12. Defined Terms. Each of the following capitalized terms shall have the meaning set forth in this Section 12.

"Abre" means Abre.io Inc., a Delaware corporation.

"Abre Confidential Information" means information that is owned, developed or acquired by Abre, including financial data, business plans, customer information, all software, programming, systems and use documentation, technical information, technology, designs, ideas, inventions, data, data formats and files, and all copies and tangible embodiments thereof and includes the Abre Software, the Object Code and the Source Code and the related documentation and user manuals.

"Abre Software" means Abre's software platform for managing and delivering education applications, including any third-party software products embedded therein, the related documentation and any updates or upgrades.

"Addendum" means any agreement entered into by the parties hereto that references this Agreement and is related to the subject matter hereof.

"Agreement" means these Terms and Conditions together with the Order Form, and, if and where applicable, any Addendum.

"Amounts Due" means any amounts due under the provisions of this Agreement, set forth in the Order Form.

"Commercial Abre Software" means those portions of the Abre Software which are distributed solely under a proprietary license, as distinct from a "Community Edition" of the Abre Software which is distributed as Open-Source Software.

"Confidential Information" means (a) information relating to this Agreement that is not generally known to the public, (b) Abre Confidential Information and (c) Customer Confidential Information.

"Content" means any materials, forms, documents, graphics or other content, including any Third-Party Content, provided by Abre to Customer in connection with Customer's access rights to the Software and/or Services.

"Customer" means the party with which Abre entered into this Agreement pursuant to an Order Form.

"Customer Confidential Information" means (a) information that is owned, developed or acquired by the Customer, including financial data, business plans, customer information, all software, programming, systems and use documentation, technical information, technology, designs, ideas, inventions, data, data formats and files, and all copies and tangible embodiments thereof, (b) Customer Work Product and (c) Customer Data.

"Customer Data" means all data provided to Abre by the Customer or otherwise inputted into the Abre Software, whether by the Customer, a User or otherwise.

“Customer Access Rights” means a limited, non-exclusive and non-transferable right, from and after the Service Start Date, for the Customer to access and use the Abre Software and for the Customer’s employees, independent contractors, agents and affiliates, to use the Abre Software, subject to the terms and conditions of Abre’s Site Terms of Use.

“Customer Work Product” means that data and those forms developed or acquired by the Customer for internal business purposes independent or outside of Abre or the Abre Software.

“Effective Date” means the day on which Abre and the Customer enter into this Agreement, as listed on the Order Form.

“Object Code” means machine-readable computer software code substantially in binary form that is directly executable by a computer after processing without compilation or assembly.

“Open-Source Software” means those portions of the Abre Software which have been published by Abre under the Affero General Public License version 3 (available at <https://www.gnu.org/licenses/agpl-3.0.en.html>), as a “Community Edition” of the Abre Software.

“Renewal Period” means a follow-on commitment of the same length as the original Subscription Period as defined in the Order Form.

“Services” means support services including but not limited to implementation, set-up, support, maintenance, and training purchased by Customer.

“Software” means the Abre proprietary learning management technology and software solutions platform, including but not limited to, (i) the Abre.io website and all related applications, and (ii) the Source Code and Object Code, including all updates and upgrades thereto,

“Source Code” means (a) computer software code comprising statements, instructions and data that may be displayed in a native form readable and understandable by a programmer of ordinary skill, (b) technical documentation and specifications, including a description of the tools used to develop and maintain software, as well as the compiler or assembler and compilation and execution procedures and (c) the source code and technical documentation and specifications relating to any updates or upgrades.

“Subscription Period” means the agreed upon set of time, commencing on the Service Start Date, that the Software will be available for access by Customer.

“Term” comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

“User” means any party authorized by Customer to use the Abre Software pursuant to the Customer Access Rights who is made aware of the obligations of the Customer and User hereunder.

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