

DYNASTUDY, INC. SOFTWARE AND WEBSITE LICENSE AGREEMENT

INSTALLATION NOTICE: THIS IS A CONTRACT. BEFORE YOU DOWNLOAD THE SOFTWARE AND/OR COMPLETE THE INSTALLATION PROCESS OR BEFORE YOU LOG IN TO THE WEBSITE USING THE SITE LICENSE WEBSITE CREDENTIALS, CAREFULLY READ THIS AGREEMENT. BY DOWNLOADING THE SOFTWARE AND/OR CLICKING THE APPLICABLE BUTTON TO COMPLETE THE INSTALLATION PROCESS AND/OR LOGGING IN TO THE SITE, YOU CONSENT TO THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS AGREEMENT AND BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, CLICK THE APPROPRIATE BUTTON TO CANCEL THE INSTALLATION PROCESS, DO NOT INSTALL OR USE THE SOFTWARE, AND DO NOT LOG IN TO THE DYNASTUDY, INC. WEBSITE.

1. Definitions. As used in this Agreement, the following terms have the following meanings:

- A. "Activity Compliance Logs." Means the data generated by software running on any device which has used the login credentials provided to the licensed school. Data includes collection of geographic coordinates, number of users, time logging, and unique device identifiers.
- B. "Agreement." Means this DynaStudy, Inc. Software License Agreement, together with any and all applicable addenda.
- C. "Computer." Refers to a computing device, including, but not limited to, tablets, smart phones, laptops, or personal computers.
- D. "Copyrighted works." Refers to all content which is copyright protected by DSI and/or its licensors under copyrights issued in any year, including 2011, 2012, 2013, 2014, and 2015 and any and all Upgrades that may be provide by DSI that are protected under later copyright dates.
- E. "Login credentials." Refers to all usernames, passwords, and codes that DSI provides to the licensed school under this agreement.
- F. "DSI." Means DynaStudy, Inc., a company organized under the laws of the State of Texas, U.S.A., and located at 1401 Broadway Street, Suite 100, Marble Falls, Texas, 78654.
- G. "Licensed school." or "You." Means the school or educational campus that has purchased a DynaNotes digital subscription and to whom DynaStudy, Inc. has provided login credentials.
- H. "Software." Means the computer software and other code provided or accessed under this Agreement (including all Upgrades that may be provided by DSI) that you are authorized to install or access and use in accordance with this Agreement.
- I. "SITE STUDENT." Means an individual enrolled at the licensed school.
- J. "SITE TEACHER." Means a classroom teacher, instructional specialist, counselor, librarian, or administrator who spends a majority of his/her working hours at the licensed school.
- K. "Term." Means the period of time commencing on the date of your clicking the applicable button to complete the installation process or log in and continuing for the period of time specified in the product description or other applicable documentation provided to you by DSI.
- L. "Upgrade." Means any supplemental or replacement code for software you have previously licensed from DSI.
- M. "WEBSITE" Means all pages accessed only through logging in with login credentials at <http://www.dynanotesplusapp.com/account/login>. Third-party websites which have been pre-linked to select sections of DynaNotes content are provided as a convenience to users and are not copyrighted, owned, or licensed by DynaStudy, Inc.

2. Grant of License. In consideration of, and conditioned upon, your payment of the applicable fees to DSI, DSI hereby grants you a limited, non-exclusive right to use the specific software, WEBSITE pages, and specific copyrighted works described in your instructions which accompany your login credentials, but only pursuant and subject at all times to the terms and conditions of this Agreement. The specific use rights granted to you are as follows:

- A. Authorized Users. SITE STUDENTS and SITE TEACHERS are authorized users. No other persons or entities are authorized to have or use the software, WEBSITE pages, and/or copyrighted works under this agreement.
- B. Authorized Computers. Any supported device that belongs to or is regularly used by a SITE STUDENT or SITE TEACHER is an authorized computer and can be set up with and use the software, WEBSITE pages, and copyrighted works under this agreement. A supported device is any computer which meets the minimum requirements to run the software.
- C. Projection or Display. The software, WEBSITE pages, and/or copyrighted works can be displayed for real-time viewing using the software under this agreement and only by a SITE STUDENT and/or SITE TEACHER and only to other SITE STUDENTS and/or SITE TEACHERS.
- D. Copyright Restrictions. Other than the specific permission for projection or display granted in Section 2.C., no copyrighted works may be reproduced, published, recorded, saved, broadcasted, played, presented, rewritten, distributed, linked to, printed, or used for any commercial purpose.
- E. Expiration. If the licensed school does not re-subscribe via an accurate purchase order or payment at least ten (10) days prior to the end of the term, copyrighted works will become inaccessible to all users in the software.

3. Software or WEBSITE Service. The licensed school shall designate an administrator for technical issues under this agreement. For technical assistance with the software or WEBSITE, the administrator may email appsupport@dynanotes.com or call (877) 361-0550. DSI reserves the right to restrict Software Service to the then most current version of the software and currently supported operating systems and/or hardware configurations. No claim is made that the software works on any specific device, but general recommendations are made and the free version of the software can be tested to determine suitability prior to any purchase. It is the licensed school's responsibility to test the free software prior to purchasing a license, if desired. DSI reserves the right to restrict WEBSITE Service to the then most current version of HTML programming language and commonly used web browsers. DSI is not responsible for any damage to hardware or other software that is caused through the use or misuse of the software.

4. No Hardware or Hardware Services. You acknowledge and agree that no hardware or hardware-related services are being provided or otherwise made available by DSI under this Agreement.
5. Misuse. You agree to protect login credentials so that they cannot be used by any person or entity who is not an authorized user (SITE STUDENT or SITE TEACHER) or used on any computer that is not an authorized device. In the event that login credentials are misused, which may or may not be evidenced in the activity compliance logs, the current login credentials will be deactivated, which will cause copyrighted works and personal notes to become inaccessible to all users in the software. DSI will have to issue new login credentials and those credentials entered into each authorized device by you to resume each user's access. DSI reserves the right to charge the following fees to process and reissue new login credentials in cases of misuse, where a case refers not to each misuse but to the point in time at which some level of misuse is discovered and new credentials are issued:
 - for the first case, up to 25% of the cost of the original license, not to exceed \$200
 - for the second case, up to 50% of the cost of the original license, not to exceed \$400
 - for three cases, a fee not to exceed the cost of the original license
 - for four cases, a fee not to exceed double the cost of the original license
6. Reports. Upon request, DSI can provide usage reports to the administrator at the licensed school. DSI reserves the right to charge for usage reports after two free reports have been provided in any year.
7. No Other Licenses. The software and all copies of the software and the WEBSITE and all copyrighted works are owned by DSI and/or its licensors/suppliers and are protected by applicable copyright laws and international treaty provisions. The software and WEBSITE are licensed only for non-commercial use by SITE STUDENTS and SITE TEACHERS, and are not sold or leased. Therefore, you must treat the software, WEBSITE, and copyrighted works like any other copyrighted material.
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9. Disclaimer. DSI has made every attempt to provide accurate materials and effective software. However DSI is not responsible for any errors in the information presented or in its application.
10. Assignment or Delegation: No right or obligation under this AGREEMENT may be assigned, delegated, or otherwise transferred by licensed school or site, whether by operation of law or otherwise.
11. Indemnification: LICENSED SCHOOL AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DSI AND ITS AFFILIATES AGAINST AND FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, EXPENSES (INCLUDING COURT COSTS AND ATTORNEYS' FEES) WHATSOEVER ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT BY LICENSED SCHOOL.
12. Software Integrity. You agree not to reverse engineer, decompile, or disassemble the software; distribute in whole or in part, modify, or create derivatives of the software; or, directly or indirectly, exporting, re-exporting, downloading, transmitting or shipping the software.
13. Limited Warranty. DSI warrants, for your benefit alone, that during the term the software will be maintained to meet the requirements of operating system updates on iPads and other select devices and the WEBSITE will be maintained to meet the requirements of the standard current HTML programming language for web browsers. DSI's sole obligation (and your sole remedy) with respect to the foregoing Limited Warranty shall be to, at DSI's option, return the fees paid by you to DSI, pro-rated for the amount of time remaining in the term, at which point the login credentials would be deactivated and all users would lose access to the copyrighted works and any personal notes. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO WARRANTIES, EITHER EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE COPYRIGHTED WORKS, THE SOFTWARE, THE WEBSITE, SOFTWARE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THERE ARE NO OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. DSI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT RELATING TO THE SOFTWARE, THIRD PARTY SOFTWARE, AND THE SOFTWARE SERVICES. DSI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE SOFTWARE OR SOFTWARE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
14. Governing Law: This agreement shall be construed and enforced in accordance with the laws of the state of Texas.
15. Survivability: Certain obligations described in this AGREEMENT of the respective parties shall survive the termination of this AGREEMENT. These obligations include Indemnification by licensed school and copyright restrictions.
16. Non-Waiver: The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.

17. Arbitration: The parties agree that any controversy or claim arising out of or relating to this AGREEMENT, its renewal or modifications, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial or other Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.