

END USER LICENSE AGREEMENT BUZZ ONLINE TERMS OF USE

IMPORTANT! If you are not of legal age to form a binding contract (in many places, this is 18 years old), then you must get your parent or guardian to read these terms and agree to them for you, before you use Buzz or provide any information to us. Please review this agreement with your parent or guardian so that you both understand how Buzz works and what restrictions apply to your use of our websites and services. Remember, always get an adult's permission before going online.

1. STATEMENT OF RIGHTS AND RESPONSIBILITIES. The Buzz Terms of Use ("Terms") constitute a legal agreement that governs Agilix Labs, Inc.'s relationship with users and others who interact with Buzz. By using or accessing Buzz, You agree to the following Terms. If You do not agree to all of the provisions of these Terms, do not access or otherwise use Buzz.

2. DEFINITIONS. By "Buzz" we mean the features and services we make available, including through (a) our website at www.agilixbuzz.com (b) our Platform; and (c) other media, devices or networks now existing or later developed.

By "Us," "We" and "Our" we mean Agilix Labs, Inc, and/or its affiliates.

By "You" we mean the user of Buzz.

By "Platform" we mean a set of APIs and services that enable applications, developers, operators or services to retrieve data from Buzz and provide data to us relating to Buzz users.

By "Content" we mean the content and information you post on Buzz, including information about you and the actions you take.

By "Post" we mean post on Buzz or otherwise make available on the Platform.

3. PRIVACY. Your privacy is very important to us. We designed our Privacy Policy (<http://www.agilix.com/privacy.html>) to make important disclosures to you about how we collect and use the information you post on Buzz. We encourage you to read the Privacy Policy, and to use the information it contains to help make informed decisions.

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they collect personally identifiable information online from children who are under 13. Therefore, we only collect personal information through Buzz from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use Buzz and disclose personal information to us, for the use and benefit of the learning environment. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any personal information other than what we request from you in connection with Buzz. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at support@agilix.com.

If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing Buzz. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You must keep all consents on file and provide them to us if we request them. You can find more information on COPPA at <http://www.business.ftc.gov/documents/Complying-with-COPPA-Frequently-Asked-Questions>. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use Buzz as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

4. LICENSE GRANT. We hereby grant You a non-exclusive, nontransferable, nonsublicensable license to use Buzz solely in accordance with these Terms. Buzz incorporates various intellectual property rights, that may include, without limitation, copyrights, trademarks, patents, trade secrets and other proprietary rights (collectively, the "Intellectual Property Rights"). While You have been given access to Buzz, We retains all rights, title and interests in and to Buzz and all Intellectual Property Rights embodied therein.

5. RIGHTS AND RESTRICTIONS. Buzz is protected by U.S. and foreign copyright laws and international copyright treaties, as well as by other such intellectual property laws and treaties. Buzz is licensed (and not sold) to You, and any and all rights not expressly granted to You herein are reserved by Us and You shall not remove, alter or obscure any product identification, trademark or other notices or legends contained in or on Buzz.

6. REVERSE ENGINEERING. You shall not, nor permit anyone else to, directly or indirectly, adapt or otherwise modify, create any derivative work, or decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code from, Buzz (or any portion thereof).

7. SHARING YOUR CONTENT AND INFORMATION

You retain ownership of all of your Content and information you Post on Buzz. In order for Us to use certain types of Content and provide you with Buzz, You agree to the following:

For Content that is covered by intellectual property rights, like photos and videos ("IP content"), You specifically give Us the following permission: You grant Us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you Post on or in connection with Buzz ("IP License"). This IP License ends when you delete your IP content or your account (except to the extent your content has been shared with others, and they have not deleted it). Without this license, we would not be able to display your Content to your students (if you are a teacher) or your teachers (if you are a student).

When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, You understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

We appreciate feedback or other suggestions to help us improve Buzz. While you are not required to offer feedback or suggestions, You understand that if you do then We may use your feedback and suggestions without any obligation to compensate you for it (just as you have no obligation to offer it).

8. SAFETY. We do our best to keep Buzz safe, but we cannot guarantee it. We need your help in order to do that, which includes the following commitments:

- You will not send or otherwise post unauthorized commercial communications to users (such as spam).
- You will not collect users' information, or otherwise access Buzz, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not bully, intimidate, or harass any user.
- You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- You will not use Buzz to do anything unlawful, misleading, malicious, or discriminatory.
- You will not facilitate or encourage any violations of these Terms.

9. REGISTRATION AND ACCOUNT SECURITY. Buzz users provide their real names and information, and we need your help to keep it that way. Here are some commitments You make to Us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on Buzz, or create an account for anyone other than yourself without permission.
- You will keep your contact information accurate and up-to-date.
- You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will not transfer your account to anyone for any reason.

10. PROTECTING OTHER PEOPLE'S RIGHTS. We respect other people's rights, and expect You to do the same:

- You will not Post Content or take any action on Buzz that infringes someone else's rights or otherwise violates the law.

DOMAINS AND SUBDOMAINS. Buzz includes a feature that allows administrators to create subdomains in Buzz. Should that feature be available to You, You agree that You will not create, nor permit to be created, any Buzz subdomains based on the copyrighted or trademarked works of anyone else. We reserve the right to remove any subdomains created by You in Buzz that infringe on the copyrights, trademarks, or other intellectual property rights of others.

You agree that any subdomains You create will include Your Buzz domain name. For example, if Your domain name in Buzz were abccompany (abccompany.agilixbuzz.com), and you wanted to create a subdomain for training, the subdomain You create would be like abccompanytraining (abccompanytraining.agilixbuzz.com), or trainingabccompany (trainingabccompany.agilixbuzz.com) or the like, but NOT training (training.agilixbuzz.com).

We reserve the right to remove any subdomains that violate these terms.

- We can remove any Content you Post on Buzz if we believe that it violates these Terms.
- If You repeatedly infringe other people's intellectual property rights, We will disable your account when appropriate.
- You will not use Our copyrights or trademarks without Our written permission.
- You will not Post anyone's identification documents or sensitive financial information on Buzz.

DMCA Takedown Policy

You may have heard of the Digital Millennium Copyright Act ("DMCA"), as it relates to online service providers like Agilix being asked to remove material that allegedly violates someone's copyright. You can learn more about the DMCA at <http://www.copyright.gov/legislation/dmca.pdf>. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; you can review our complete Copyright Dispute Policy and learn how to report potentially infringing content at <http://agilix.com/copyright-policy> or at such URL as Agilix shall time to time designate.

11. THIRD-PARTY PRODUCTS AND SERVICES ON BUZZ. We offer educational products and services that are directly aligned with your immediate educational needs. We will use reasonably available data to best align available products and services to your needs but cannot guarantee that the alignment will be perfect. We never provide identifiable information to any third party other than as described in our Privacy Policy or as required by legal action or by law.

12. AMENDMENTS. We can change these Terms at any time. At our discretion, We may provide a notice online at www.Agilixbuzz.com, or by email, or by any other commercially reasonable means whenever we make changes to the Terms.

13. TERMINATION. If You violate the letter or spirit of these Terms, or otherwise create possible legal exposure for Us, We can stop providing all or part of Buzz to You. We will generally try to notify You, but have no obligation to do so. You may also delete your account at any time.

14. GOVERNING LAW. These Terms shall be governed by and construed under the laws of the State of Utah, excluding that body of law related to choice of laws, and of the United States of America. Nothing in these Terms shall prevent Us from complying with the law.

15. DISPUTES. You will resolve any claim, cause of action or dispute ("claim") you have with Us arising out of or relating to these Terms or Agilix Labs, Inc. in a state or federal court located in Utah. The laws of the State of Utah will govern these Terms, as well as any claim that might arise between You and Us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Utah for the purpose of litigating all such claims.

If anyone brings a claim against Us related to Your actions or your Content on Buzz, You will indemnify and hold Us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

16. NO WARRANTIES. WE TRY TO KEEP BUZZ UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING BUZZ "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT BUZZ WILL BE SAFE OR SECURE. AGILIX LABS, INC. IS NOT RESPONSIBLE FOR THE ACTIONS OR CONTENT OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

17. LIMITATION OF LIABILITY. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR BUZZ, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR BUZZ WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

18. OTHER.

You will not transfer any of your rights or obligations under these Terms to anyone else without Our consent.

These Terms do not confer any third party beneficiary rights.

All of our rights and obligations under these Terms are freely assignable by Us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

19. WAIVER. No failure or delay by Us in exercising any right, power or remedy under these Terms shall operate as a waiver of any such right, power or remedy, unless expressly indicated by Us in a signed writing.

20. ENTIRE AGREEMENT. These Terms constitute the entire agreement between You and Us regarding the acceptable use of Buzz and accompanying rights and obligations. The headings of the sections and subsections of these Terms are for convenience of reference only and shall not be of any effect in construing the meanings of any provision hereof. If any provision of these Terms (or part thereof) is determined by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from these Terms, while the remaining provisions of these Terms shall continue in full force and effect.

BY ACCESSING AND USING BUZZ, YOU ARE PROVIDING A SYMBOL OF YOUR LEGAL SIGNATURE AND ACKNOWLEDGING AND ACCEPTING ALL OF THE PROVISIONS OF THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT (OR IF NOT, YOU HAVE RECEIVED YOUR PARENT'S OR GUARDIAN'S PERMISSION TO USE BUZZ AND GOTTEN YOUR PARENT OR GUARDIAN TO AGREE TO THESE TERMS ON YOUR BEHALF). IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF AN ORGANIZATION OR ENTITY (FOR EXAMPLE, IF YOU ARE AN ADMINISTRATOR AGREEING TO THESE TERMS ON BEHALF OF YOUR DISTRICT), YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS ON THAT ORGANIZATION OR ENTITY'S BEHALF AND BIND THEM TO THESE TERMS.