

**ORDER FORM**



**QUOTE #** Q-248727  
**DATE** 3/14/2023  
**EXPIRATION DATE** 7/31/2023

**Bill To**  
Perris Union High School District (CA)  
155 E 4TH St  
Perris, California 92570  
United States

**Ship To**  
Mark Synnott  
Perris Union High School District (CA)  
155 E 4Th St  
Perris, California 92570-2124  
United States  
(909) 363-6684  
mark.synnott@puhsd.org

**TutorMe**  
Liminex, Inc. dba GoGuardian  
2030 E Maple Avenue  
El Segundo, California 90245  
United States

Thank you for your interest in our services! This order form (“**Order Form**”) identifies the services you have selected for subscription (“**Services**”), the start date and end date of your initial subscription(s) to the Services (“**Initial Term**”), the number of licenses and/or hours (applicable as designated below) included in your base subscription(s) (“**Licenses**” and “**Hours**”, respectively), as well as the fees associated with your base subscription(s), any Licenses or Hours you add to your subscription(s) during the Initial Term, and support and professional services related to the Services.

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian acting on behalf of itself and its affiliate Zorro Holdco, LLC dba TutorMe, (“**TutorMe**”) and the organization listed below (“**Organization**,” “**you**” or “**your**”), and together with the Online Tutoring Agreement attached hereto as Exhibit A, (the “**Agreement**”), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them elsewhere in the Agreement. In the event of any conflict between this Order Form and Exhibit A, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your Organization’s purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
10,000	GG-TMS1Y-010000	Tutoring licenses granted per student	7/1/2023	6/30/2024	\$22.00	\$220,000.00
<b>TOTAL (USD):</b>						\$220,000.00

IN WITNESS WHEREOF, by signing below, the parties agree to the terms and conditions herein and cause this Agreement to be duly executed by their authorized representatives.

**TutorMe:**

**Organization:**

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

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## EXHIBIT A ONLINE TUTORING AGREEMENT - EQUITY

This ONLINE TUTORING AGREEMENT, is made and entered into by and between Liminex, Inc. dba GoGuardian acting on behalf of itself and its Affiliate Zorro Holdco, LLC dba TutorMe, (“**TutorMe**”, “**we**”, “**us**”, or “**our**”) and the undersigned entity (“**Organization**”, “**you**”, or “**your**”) as of the last signature date set forth below (“**Effective Date**”). “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. “**Control**” for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

**1. SERVICES.** TutorMe provides an online education platform that offers on-demand tutoring, writing lab, and virtual courses to Users. TutorMe will make available, and Organization will have access to, certain services and products as specified herein in accordance with this Agreement and subject to TutorMe’s [Terms of Service](#) and [Privacy Policy](#) during the Term. Services are available to individuals who are authorized by the Organization to use the Services, for whom the Organization has purchased or provisioned access to the Services, and to whom the Organization (or, when applicable, TutorMe or one of its Affiliates, at Organization’s request) has supplied access credentials (each a “**User**” and collectively, “**Users**”). Users may include, for example, school personnel and agents and third parties such as students and parents/guardians.

The “**Services**” are as follows:

### For Users

- Live, on-demand tutoring and 12-hour paper review by TutorMe’s Writing Lab available 24/7 through TutorMe’s online education platform and advanced digital classroom and lesson space (“**Tutoring**”)
- Access to ALA-accredited virtual librarians
- Access to TutorMe’s GRE and ACT courses
- Premium technical support via online chat

### For Organization

- Integration with Organization’s current learning management system and/or provide a customized User access method as agreed to by the parties
- Access to TutorMe’s Client Dashboard, a web-based interface which designated Organization representatives can access and manage account information, activity, and reports
- All standard Services upgrades

**2. PRICING AND RENEWAL.** Following the Initial Term (as defined in the Order Form above), the parties may elect to renew the Services on an annual basis for successive 12-month periods (each, a “**Renewal Term**,” and together with the Initial Term, the “**Term**”) at our then-current fees (including an Innovation Increase as defined below) for such Services, unless you provide us with written notice of cancellation. Your cancellation will take effect as of the last day of your then current Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Services for the remainder of that Term. The Contract and Services shall end at the end of the current Term unless the Contract is renewed prior to the end of the current Term.

TutorMe is dedicated to improving the Services on an ongoing basis through continued innovation in research and product development. For this reason, following the Initial Term, the Price Per License for the Services will be subject to an automatic fee increase equal to 5% above the Price Per License you paid for the Services in the previous term (“**Innovation Increase**”). Order forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal fees will be calculated using the increased fees for the number of Licenses required for your Organization. You agree to pay the renewal fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Services with us in accordance with this Agreement.

**3. BILLING AND PAYMENT.** Organization shall pay TutorMe the amount of each invoice (collectively “**Tutoring Fee**”) in full and in accordance with any additional payment terms specified herein. Organization shall pay and be responsible for any and all taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Organization hereunder; provided, that, in no event shall Organization pay or be responsible for taxes, duties, or charges owed by TutorMe subject to applicable federal, state, and local laws and regulations. TutorMe accepts payments by check, bank wire or transfer, or credit card and Tutoring Fee payments are non-refundable, non-cancelable, and non-contingent. If the Organization elects to pay by credit card, a 3% convenience fee will be applied. Organization must contact TutorMe within 30 business days of the invoice date regarding any invoice disputes or said dispute shall be waived. Unless otherwise expressly provided herein, Tutoring Fee shall be non-refundable and non-transferable, as applicable. If any Tutoring Fee payment is past due after 30 days from the invoice date, TutorMe may, at its sole discretion, may apply a late fee equal to 1% per month, or the highest rate permitted by applicable law, on the unpaid balance until paid in full. Payments will be applied first to any accrued interest and then to the unpaid principal balance in chronological order. Organization shall be solely responsible for any and all fees and costs associated with nonpayment of Tutoring Fee, including collection and legal fees. Additionally, TutorMe reserves the right to suspend and/or terminate Services at any time, in its sole discretion, until Organization’s account is current.

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**4. TUTORING LICENSES.** Organization shall provide TutorMe an accurate count of its total User population and purchase a Tutoring license for each individual in such population that will access the Services during the Term. TutorMe hereby grants Organization a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Services set forth in an Order Form and related TutorMe-provided user guides, documentation, and help and training materials (collectively, "**User Documentation**"), during the Term and solely for Organization's internal business purposes. The number of Tutoring licenses issued to Organization and the pricing for such licenses is calculated based on the size of Organization's total User population as expressly provided by Organization. If Organization needs to increase its total User population, Organization shall promptly notify TutorMe of such increase in writing and shall purchase additional Tutoring licenses for these additional Users at a prorated rate for the remainder of the Initial Term or any Renewal Term. Any and all unused Tutoring licenses, including any unused Tutoring hours available under each license, remaining upon the end date shown on the Order Form ("End Date"), or in the event this Agreement is terminated by Organization for any reason prior to the end of Term or any Renewal Term, are non-refundable, non-transferable, and shall be forfeited. If Organization accesses the Services or uses Tutoring hours in excess of the quantities identified in this Order Form, then TutorMe may submit an amended invoice for the amount of such excess usage, and Organization will pay the fees applicable to such increase in accordance with the terms of the applicable invoice and Section 3 above.

**5. LICENSE RESTRICTIONS.** The rights granted to Organization in this Agreement are subject to the following restrictions: Organization shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Services or User Documentation, or otherwise provide access to any portion of the Services or User Documentation to any third party (other than Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any of the Services (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of TutorMe or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any of the Services or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any of the Services or User Documentation; (f) access any of the Services or User Documentation in order to build a similar or competitive website, product or service; (g) access any of the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any of the Services or User Documentation. Any future release, update or other addition to any of the Services shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any use of the Services in breach of the foregoing by Organization or any User in violation of this Section may result in immediate suspension of access to any or all of the Services.

**6. ORGANIZATION RESPONSIBILITIES.** Organization will (a) be responsible for Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of Organization account Information, and the means by which Organization acquires Organization account information, personal student information, parent/guardian information, teacher and administrator information, and log and cookie information and Organization's use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify TutorMe promptly of any such unauthorized access or use, and (d) use the Services only in accordance with this Agreement and User Documentation, and all applicable law. Any use of the Services in breach of the foregoing by Organization or any User that in our judgment threatens the security, integrity, or availability of any of the Services may result in immediate suspension of access to any or all of the Services.

**7. INTELLECTUAL PROPERTY.** TutorMe owns all right, title and interest in and to the Services (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the TutorMe Information, including, without limitation, all intellectual property rights therein. "**TutorMe Information**" means any information collected by TutorMe or its Affiliates independently and without access to, reference to or use of any Organization account information, personal student information, parent/guardian information, school log and cookie information, or activity information. Subject to the limited rights expressly granted to you under this Agreement, TutorMe reserves all rights, title and interest in and to the Services and the TutorMe Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of TutorMe and its Affiliates (the "**TutorMe Marks**") are owned by TutorMe and our Affiliates. You agree not to display or use any TutorMe Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with any third party software or offering ("**Integration Offering**") may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

**7.2 FEEDBACK.** Any and all of your feedback about us or the Services, such as suggestions, whether made by you or any of your Users, for corrections, updates, alterations, changes, or modifications to the Services ("Feedback") will be our property and you hereby assign any rights in such Feedback to us, without payment to you.

**7.3 PROTECTION OF OUR RIGHTS.** You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an account, and notify us of any unauthorized access or use of the Services or Integration Offerings of which you become aware.

**8. TERM AND TERMINATION.** This Agreement shall commence on Start Date shown on the Order Form ("Start Date") and continue until End Date, if any, or Services are completed in accordance with this Agreement. Either party may sooner terminate this Agreement upon written notice to the other party: (a) 30 days after receipt of written notice if the defaulting party materially breaches this Agreement and the defaulting party fails to cure within such 30 day period; (b) immediately if the defaulting party becomes insolvent, makes a general assignment for the benefit of creditors, or is dissolved or liquidated or takes any corporate action for such purpose; (c) immediately if the defaulting party is subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed, dismissed, or vacated; or (d) for any or no reason

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with at least 30 days' written notice to the other party, effective only at the end of the then current annual term. Certain rights or obligations may survive expiration or termination of this Agreement, whether by its nature or express intention of the parties herein.

**9. REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants to the other party that: (a) they have full power and authority to execute, deliver, and perform this Agreement and no further consent is required by any other individual or entity in order to do so; (b) the execution, delivery, and performance of this Agreement will not violate, conflict with, or result in a breach of any agreement between the party and any third party; (c) they are in compliance with all applicable laws and regulations as it relates to this Agreement; and (d) all the information contained herein and provided to the other party is accurate, true, and complete and that they will continue to update the other party of any new or changing information as it is relevant to this Agreement. This section shall survive any expiration or termination of this Agreement by either party for any reason.

**10. DISCLAIMER OF WARRANTIES.** We provide the Services using a commercially reasonable level of skill and care, but TutorMe cannot make guarantees about the operation, use or results achieved through the use of the Services. **ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND ORGANIZATION'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH THE ORGANIZATION. TUTORME MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. TUTORME MAKES NO WARRANTY THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. ORGANIZATION IS SOLELY RESPONSIBLE FOR THE ORGANIZATION ACCOUNT INFORMATION, THE MEANS BY WHICH ORGANIZATION ACQUIRES ORGANIZATION ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND ORGANIZATION LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE SERVICES. ORGANIZATION UNDERSTANDS AND AGREES THAT TUTORME IS UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.**

**ORGANIZATION HEREBY RELEASES TUTORME AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY ORGANIZATION, ANY USER, OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OF THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO ORGANIZATION. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.**

**11. CONFIDENTIALITY.** Each party acknowledges that they may have access to and/or be acquainted with certain confidential and proprietary information belonging to or regarding the other party ("**Confidential Information**"). "Confidential Information" shall mean all non-public information, documentation, and knowledge, in any manner or form, that is maintained as confidential, has or could have commercial value or other utility in the business the disclosing party is engaged or contemplates engaging in, and/or the receiving party should reasonably know is confidential or proprietary, whether or not such information is identified by the disclosing party, including, but not limited to: the disclosing party's business strategy and processes, intellectual property, trade secrets, services, software, technologies, pricing and costs, and work product. The receiving party agrees to hold Confidential Information in strict confidence and safeguard Confidential Information with at least the same degree of care as the receiving party would use to manage and protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, and subject to applicable law and regulations. Confidential Information shall not include any information, established by competent evidence, that: (a) is or becomes publicly known through lawful means; (b) is possessed by, rightfully known to, or independently developed by the receiving party prior to the time of its disclosure; (c) is disclosed to receiving party by a third party not under an obligation of confidentiality to the disclosing party; (d) is disclosed to authorized individuals in confidence and used only as is necessary to carry out their obligations under this Agreement; (e) the receiving party receives prior written approval by the disclosing party; or (f) is required by law or regulation or to comply with a subpoena or court order, but only after immediately notifying the disclosing party of any such requirement and providing them a reasonable opportunity to take legal action to prevent disclosure or use. The receiving party shall fully cooperate with the disclosing party in any remedy to limit disclosure or use. In addition to any other remedies that may be available in law, equity, or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened or actual disclosure or misappropriation of Confidential Information without the necessity of proving actual damages or the inadequacy of any of the other available remedies available to it. Upon expiration or termination of this Agreement, the receiving party shall cease using, and use all reasonable efforts to promptly return or destroy, all Confidential Information in any form, including anything that contains or refers to Confidential Information, and any and all duplicates thereof, subject to applicable law and regulation. This section shall survive any expiration or termination of this Agreement by either party for any reason.

**12. FERPA.** Where Organization is located in the United States and to the extent TutorMe collects, through the provision or maintenance of any Services, any information that constitutes an education record (as defined under the FERPA regulation 34 CFR § 99.3) ("Education Record"), the parties agree that we are acting as a "school official" with "legitimate educational interests" in Organization's students' Education Records under the Family Educational Rights and Privacy Act ("FERPA"), or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. Organization acknowledges and agrees that TutorMe may process Confidential Information for the purpose of providing the Services and related functions. Organization represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to TutorMe as set out in this Agreement. This section shall survive any expiration or termination of this Agreement by either party for any reason.

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**13. CO-BRANDING.** The parties agree to co-brand and promote Services and their business relationship in good faith to ensure its success. Specifically, each party grants the other party, and their authorized representatives, a limited, revocable, nonexclusive, nontransferable, and royalty-free license to use and communicate their name and logo ("**Logo**") on the using party's websites and partner lists, marketing materials and communications for Services as requested by Organization, testimonials, success stories, case studies, and other reasonable uses as is needed to perform any agreements made by and between the parties without further notice to or consent from the granting party, so long as such use does not negatively affect or disparage the granting party or knowingly violate the granting party's ownership and rights in Logo. The granting party shall provide the using party with its current Logo and use guidelines, and any updates thereto, and the using party shall comply with such guidelines. Nothing herein shall be intended or interpreted as granting any ownership or rights in Logo to the using party. The granting party may revoke this license at any time in its sole discretion with 10 business days' written notice to the using party.

**14.** Intentionally left blank.

**15. LIMITATIONS AND EXCLUSIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TUTORME OR ANY OTHER TUTORME PARTY (TUTORME PARTY MEANS TUTORME, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) BE LIABLE TO ORGANIZATION OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ORGANIZATION'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF TUTORME OR THE OTHER TUTORME PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT ORGANIZATION'S OWN DISCRETION AND RISK, AND ORGANIZATION WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY SERVICE, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF TUTORME AND ANY OTHER TUTORME PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ORGANIZATION'S USE OR INABILITY TO USE THE SERVICES (WHETHER ORDERED DIRECTLY FROM A TUTORME PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY ORGANIZATION (WHETHER TO A TUTORME PARTY OR AN AUTHORIZED RESELLER) FOR THE SERVICES GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. ORGANIZATION AGREES THAT TUTORME'S, AND ANY OTHER TUTORME PARTY'S LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ORGANIZATION.** This section shall survive any expiration or termination of this Agreement by either party for any reason.

**16. INDEMNIFICATION.** The parties agree there shall be no general indemnification by either party.

**17. FORCE MAJEURE.** TutorMe shall not be liable or responsible to Organization, and not be deemed to have defaulted or breached this Agreement, for any failure or delay in the performance of its obligations under this Agreement when and to the extent such failure or delay is caused by or results from acts, events, or circumstances beyond its reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable and without any fault or negligence, such as acts of God, natural or nuclear events and catastrophes, national emergencies, government or military actions, acts of war or terrorism, civil disturbances and unrest, labor disputes including strikes and work stoppages, accidents, restraints or delays affecting supplies and materials, and any interruptions, malfunctions, or loss of utilities, communications, or computer or technical services. TutorMe shall use reasonable diligence to avoid any such failure or delay and to resume its performance as promptly as possible.

**18. REMEDIES.** No right, remedy, or election given by any provision in this Agreement shall be deemed exclusive, but each shall be cumulative with all other rights, remedies, and elections available at law or in equity.

**19. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. If Organization is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then Organization's state's law will apply. If Organization is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then Organization's state's required venue and jurisdiction will apply.

**20. WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**21. LEGAL FEES.** In any action or suit to enforce any right or remedy under, or to interpret any provision of, this Agreement, the prevailing party is



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entitled to recover its reasonable attorney's fees, costs, and other expenses, unless otherwise provided herein.

**22. ASSIGNMENT.** Except in connection with a merger, acquisition, or other corporate transaction in which the successor entity is bound to the same terms herein, neither party shall assign, transfer, or otherwise delegate, in whole or in part, this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this section shall be null and void. No assignment, transfer, or delegation shall relieve either party of any of its obligations herein.

**23. SUCCESSORS AND ASSIGNS.** This Agreement binds and inures to the benefit of the parties and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, confers on any other third-party person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever or by reason of this Agreement.

**24. RELATIONSHIP.** The relationship between the parties is that of independent contractors. This Agreement is not intended to imply or create, and does not imply or create, any legal association or affiliation, such as agency, partnership, joint venture, employment, or fiduciary relationship, between the parties for any reason whatsoever, does not confer any power to a party to obligate or bind the other party in any manner, and is not an endorsement or sponsorship by either party of the other party.

**25. GENERAL.** (a) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous understandings and agreements, express or implied, oral or written, of any nature whatsoever, with respect to its subject matter. (b) Modifications. This Agreement may only be modified in writing by the parties. (c) Signatures. This Agreement may be executed electronically, and an electronic or scanned signature shall have the same legally binding effect for all purposes hereunder to the same extent as an original signature. (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same document. (e) Waivers. Failure or delay to enforce any provision of, or to exercise any right or remedy under, this Agreement shall not be construed to be a waiver of, or the right of the party thereafter, to enforce such provision, right, or remedy. The waiver of a specific breach may be valid and effectuated only by a written agreement duly executed by the waiving party. Such a written waiver shall not constitute a waiver of any other provision, right, or remedy. (f) Validity. If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision or part shall be omitted and the remaining provisions herein shall continue in full force and effect. (g) This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns. (h) Form. Section headings are strictly for the convenience of the parties and shall not be used in any way to restrict the meaning or interpretation of the substantive language of the provisions herein. The content contained in this Agreement is applicable to the singular and the plural forms, and to the masculine, feminine, and neuter usage of gender, of such terms, as applicable. The use of the terms "include" and "including" shall in all cases mean "include without limitation" and "including without limitation," respectively. Any reference to the terms "day(s)" shall mean calendar day(s) unless otherwise expressly provided. If any date provided for in this Agreement falls on a day which is not a business day, the date shall be deemed to refer to the next business day.

**26. NOTICE.** Any notice, request, or other communication required or permitted to be given in writing with respect to this Agreement, when addressed to the party as shown on the Order Form, or as subsequently modified by the party by written notice in accordance with this section, shall be deemed given and effective: (a) on the day it is delivered by personal service or air courier with receipt of delivery; (b) 3 business days after it is mailed by certified U.S. mail with return receipt requested and postage prepaid; or (c) on the day it is emailed, provided that the sender receives confirmation that the recipient has received such notice by way of express acknowledgment of receipt by the recipient, a "read receipt," or similar.

**27. INSURANCE.** TutorMe, at its own expense, shall procure and maintain insurance covering its Services under this Agreement. TutorMe shall submit to the Organization evidence of insurance coverage upon Organization's request. Minimum insurance requirements include the coverage set forth:

- Commercial General Liability Insurance. Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. General Liability Limit can be met via umbrella/excess coverage.
- Professional Liability Insurance. Errors and Omissions Liability covering wrongful acts and errors and/or omissions in the provision of professional services under this Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Errors and omissions Liability limit can be met via excess coverage.
- Cyber Liability Coverage. Cyber Liability coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than One Million Dollars (\$1,000,000.00) per claim. Cyber Liability limit can be met via excess coverage.