

SOCIAL SENTINEL, INC.

**SHAREIT ADDENDUM
TO GENERAL TERMS OF USE FOR ALL PRODUCTS**

This Shareit Addendum (this “Addendum”) is made by and between Social Sentinel, Inc. (“Social Sentinel”), and the Client identified on the applicable Order Form. This Addendum supplements and amends the General Terms. In the event of any conflict between the terms of this Addendum and the General Terms, the terms of this Addendum control. This Addendum, together with the General Terms, Order Form, and any other applicable addendum, are referred to herein as the “Agreement.” Capitalized terms used but not defined herein shall have the respective meanings given to them elsewhere in the Agreement, as applicable.

1. Definitions. For the purposes of this Addendum:

“Product” means Social Sentinel’s reporting platform (and related Documentation) provided by Social Sentinel to Client (and as updated from time to time) through a Widget, which is installed as outlined in Section 4.1, below, on the homepage of a Client’s website(s), for example, and collects both general mood indicators as well as specific incident reporting from students and other individuals with access to the Widget (which may include images) (such indicators and incident reporting are collectively the “Data”), scans such Data for potentially harmful or noteworthy content (identified harmful or noteworthy content becomes a Shareit alert or other Materials, as applicable), and provides all Data (including any applicable Materials) to Client.

2. Right to Use the Product. Social Sentinel hereby provides Client the right to use the Product during the Term in accordance with the terms and conditions of the Agreement. Any use of the Product not expressly authorized in the Agreement is strictly prohibited.

3. License Grants.

3.1. Subject to the terms and conditions of the Agreement, Client hereby grants to Social Sentinel a royalty-free, non-exclusive, right and license to: (i) have the Widget associated with the Product on the Client’s website(s) homepage(s) and on other Client and student media platforms (as outlined in Section 4.1, below); (ii) collect the Data provided by Client’s students through the Widget; and (iii) use the Data solely for the purpose of providing the Product and for related R&D. Notwithstanding the foregoing or anything to the contrary in the Agreement, Social Sentinel also may de-identify any Data and use such de-identified Data in perpetuity for any reasonable business purpose.

3.2. The Data are the property of Client, and except for the rights granted in this Section 3, Social Sentinel has no other rights in or to the Data.

4. Data.

4.1. Data Access. Client will allow Social Sentinel to place a web widget or other application for collecting the Data (as determined by Social Sentinel) (“Widget”) on the Client’s website(s) and on student Client-provided devices (through a Google Chrome extension, or otherwise).

4.2. Data Retention and Disposal. Unless otherwise requested by Client, generally Data will be kept by Social Sentinel for up to one (1) year from the time the Data first enters the Social Sentinel system, with the exception of Data that is flagged as a Shareit alert, which may be kept for up to four (4) years, or Data that Social Sentinel reasonably believes should or must be kept in order to provide the Product.

5. Representations, Warranties, and Disclaimers. In addition to, and without limiting, any disclaimers outlined elsewhere in the Agreement:

5.1. Client acknowledges that it is solely responsible for obtaining any consents or permissions that are required for Social Sentinel to collect the Data through the Widget and for Social Sentinel to Process (and otherwise use) the Data as outlined in the Agreement and the relevant Addenda, and for setting any privacy expectations with any individuals who may have access to or use of the Product, including but not limited to parents, guardians, eligible students (as such terms are used in the Family Educational Rights and Privacy Act), faculty, staff, or members of the public, whose Data are being provided and Processed by Social Sentinel, and retaining verifiable records of such consents, permissions, or notices. In addition, Client shall ensure that any user of the Product (including students and any users not affiliated with the Client) uses the Product solely for lawful purposes. In that regard, in addition to any other representations, warranties, and disclaimers elsewhere in the Agreement, Client represents and warrants that it has all the necessary rights, licenses, permissions, and authority to provide and license the Data to Social Sentinel for the purposes and subject to the terms and conditions set forth in this Agreement.

5.2. The Product scans Data that Social Sentinel collects through the Widget. Social Sentinel makes no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of any of the Data.

5.3. Social Sentinel does not guarantee that the Product (or the Widget that is part of the the Product) will not impact the performance or functionality of the Client's website(s) or other application or device.

5.4. Client is solely responsible for reviewing Materials and any other information provided by the Product and for determining any actions Client will, or will not, take in response to such Materials and information. Social Sentinel does not assume, and hereby disclaims, any responsibility for identifying any actionable Materials (including, but not limited to, any Shareit alert). Client acknowledges and understands that Materials provided through the Product may include Shareit alerts or other Materials that Client does not find responsive or may omit relevant data or information. Social Sentinel does not warrant that any information contained in the Materials is comprehensive, complete, or accurate, and Social Sentinel does not assume, and hereby disclaims, any liability to any person or entity for any loss or damage caused by the contents or omissions in any Materials provided through the Product, whether such contents or omissions result from negligence, accident, or otherwise. Without limiting the foregoing, Client is responsible for verifying all Data and Materials prior to or in conjunction with taking any action, or deciding not to take any action, based on any Materials.

6. Indemnity. In addition to, and without limiting, any other rights or remedies contained elsewhere in the Agreement, Client shall defend and indemnify Social Sentinel and its officers, directors, employees, and stockholders from and against any third party claims, suits, judgments, proceedings, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to any actions Client takes or fails to take responsive to or as a result of any Materials that Social Sentinel provides to Client as part of the Product, including but not limited to Shareit alerts and Reports, or Client's breach of Section 5.

7. Surviving Terms. Upon expiration or termination of the Agreement (or this Addendum, if applicable) for any reason, those provisions of this Addendum that by their nature are intended to survive will survive in accordance with their terms, including, but not limited to, Sections 4.2, 5, 6, and this Section 7.

[End of Addendum]

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