

CUSTOMER TERMS, ENTERPRISE CUSTOMERS

Set out below is the Customer Terms. These terms may be updated from time to time, with notice as described herein. In this document Agreement refers to the Customer Agreement between you and us and terms have the meanings set out in our Customer Terms unless otherwise defined in this document or unless the context suggests otherwise.

Background

We are a provider of online safety & security **Products** and related **Services**. Our Products & Services are provided to Customers under a **Customer Agreement** which consists of all of the following:

- A **Customer Order** which sets out the key commercial arrangements and selections of a particular Customer;
- Our **Customer Terms** which set out the legal terms and conditions that apply to all Customers; and
- Our **Terms of Service** which set out the specific conditions within which we supply specific Product or Services; and
- Our **Customer Policies** which set out how we work with Customers, End Users and protect Data.

Additionally, End Users of our Products are subject to the **End User Licence Agreement** which sets out the terms applicable when individuals download, install or use our software.

We appoint **Partners** to **Re-sell** our Products and Services. You may have acquired Products and/or Services from a Partner of ours. Partners are required to Re-sell our Products and Services in accordance with the requirements of the Customer Agreement.

You may, at your absolute discretion, refer other Third Parties to us. This may include for example referring a parent or a guardian to procure **Consumer** Product. Should a referral result in a Consumer account being then such accounts are separate and independent from your account and the Customer Agreement.

Within the Customer Agreement documents **You** or "**your**" refers to the party which has entered into the Customer Agreement contract with us or a Partner. This will be set out in the Customer Order. You accept the Customer Agreement by accepting and signing a Customer Order. Until you do so and on termination of your Customer Agreement you may not use our Products and Services.

We, us, our, Family Zone and **Family Zone Group** refers to Family Zone Cyber Safety Limited (Australia) and its subsidiary companies including inter alia Family Zone Inc (USA), DerbyTech Inc (USA), Smoothwall Inc(USA), Smoothwall Limited (UK), Linewize Limited (NZ), Cyber Education Pty Ltd or a Partner.

Interpretation

Meaning of words

Words used in this document have the following meanings.

Action means any claim, action, suit, inquiry, proceeding, audit or investigation by or before any governmental authority, or any other arbitration, mediation or similar proceeding, including claims or allegations of infringement, inducement to infringe, contributory infringement, and misappropriation.

Affiliate means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, is controlled by, or is under common control with, such first Person.

Associated Parties means in relation to a Party to this Agreement, third parties that service, supply, for the purposes of the relevant party completing its obligations under this Agreement, are delegated, organisations, sales agents, suppliers and customers, Partners, employees and/or device manufacturers or software vendors.

Bundled Hardware refers to arrangements where we sell Hardware in conjunction with our Software Products as a subscription contract.

Business Hours means 8:30 a.m. to 5:00 p.m. Monday to Friday (excluding weekends and any applicable public or federal holidays in your Location unless otherwise specified on the Customer Order.

Business Day means days other than declared public holidays in your Service Location.

Claim means any claim, demand, action, proceeding, judgment, settlement or award, whether at law, under statute, in equity or otherwise, for losses, damages, liabilities, deficiencies, penalties, fines, injunctions, debt, restitution or any other remedy and any costs, charges, expenses or payment.

Code of Conduct means our governance expectations of you set out in these Customer Terms under the heading Code of Conduct.

Consulting means cyber safety, security and technology consulting services provided by us.

Consumer means a Customer that is an individual person that is not using or intending to use the Products as part of a commercial business, enterprise or in education and is capable, at law, of entering into a contract.

Contracted Term means an agreed minimum contractual time period for your Customer Agreement. This is set out in your Customer Order.

Customer, you and your means the person(s) or legal entity named on the Customer Order. If there is more than one, and/or it means each of you separately and all of you jointly and severally.

Customer Agreement means a contractual agreement between you and the provider of our Products and/or Services, which may be us or a Partner and which consists of the following documents. These have been listed in order of precedence should any terms within these documents conflict with one another: 1) The Customer Order which sets out the key commercial arrangements with you and which has been signed by you and approved by us; 2) The Customer Terms which set out the legal terms and conditions that apply to all Customers; 3) The Terms of Service which set out the specific conditions within which we supply specific Product or Services; 4) The Customer Policies which set out how we work with Customers, End Users and protect Data; and 5) our End User License Agreement which when individuals download, install or use our software.

Customer Order means an invitation provided to a Customer to purchase or subscribe to our Products and/or Services. The Customer Order will only be binding on us if it includes an acknowledgment that our Products and Services are provided under the Customer Agreement. We may quote you for Products and/or Services. A quote is not a Customer Order until signed by you and then accepted by us.

Customer Data means any data captured by us from you or your End Users in the operation of your account and Products and includes, without limitation, registration information, usage information, information about computing devices and networks and software running on them, geo-location information, system logs, diagnostic data, messages and submitted comments, information, ideas, concepts, reviews, documents and materials.

Confidential Information means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, including personal data, and any information recorded in writing and electronically relating to and forming part of the Products, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.

End Users means the ultimate users of the Products or is deemed to be an End-User of the Products..

End User Licence Agreement means the software license agreement made between us and End Users relating to the use of our Software Products.

Fees means any fees and charges charged or chargeable by us by you under the Customer Agreement.

GSA Customer means a Customer procuring our Products and/or Services through the U.S. General Services Administration.

Hardware means computing equipment and associated software and accessories and includes any substituted equipment, components and accessories.

Insolvency Event means, in relation to a Party, where that Party is: unable to pay its debts as and when they fall due; or states that it is, insolvent within the meaning of relevant insolvency legislation; subject to any arrangement, assignment, moratorium or composition, protected from creditors under any applicable law or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party); the subject of an application (not contested in good faith and that is not stayed, withdrawn or dismissed within 30 days of its commencement) made to a court for an order or an order is made, that it be wound up or that a liquidator be appointed to it; has appointed over any or all of its assets, a receiver, receiver and manager, trustee, administrator or similar official; or suffers or incurs anything analogous, or having substantial similar effect to, any of the events described in this definition under the law of any applicable jurisdiction.

Intellectual Property means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of any jurisdiction: trade names, trademarks and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights, and applications (including intent to use applications and similar reservations of marks and all goodwill associated therewith) to register any of the foregoing (collectively, "Marks"); patents and patent applications (collectively, "Patents"); copyrights (registered and unregistered) and applications for registration (collectively, "Copyrights"); trade secrets, know-how, non-public parts of the source code of software, inventions, methods, processes and processing instructions, technical data, specifications, research and development information, technology, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being

generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, "Trade Secrets"); and moral rights, publicity rights, database rights and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets.

Law(s) means any law, regulation, statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party.

Legislative Obligations means provisions of consumer trade practices statutes, rules and regulations which may be applicable to our supply of Products to you and which may imply certain non-excludable warranties or conditions or mandate certain statutory guarantees.

Location means the place our Products have been located or installed.

Our Bank means our commercial or transactional banking provider in your jurisdiction. If we do not have a banker in your jurisdiction then Our Bank is Australian bank, Westpac Banking Limited.

Our Intellectual Property means any Intellectual Property owned by us or any Intellectual Property that are licensed to us including Our Marks.

Our Marks means any Marks owned by us or any Marks that are licensed to us.

Partner means a Party that is a party to the Partner Agreement with us to Re-sell our Product and/or services.

Party means a party to your Customer Agreement, being you and us.

Product(s) means hardware and software products provided by us under the Customer Agreement, including products under our brands and may include third party software, open source software and services including information and communication technology, network components and other computing devices.

Regulatory Impediment means where a government, regulatory authority or controlling body of any country or territory in which our Products and/or Services are distributed or made available, imposes any law, restriction or regulation that makes it illegal to distribute or make available them available, or any portion of them, or places a substantial burden on our doing so.

Re-sell means to market, promote and/or sell Products and/or Services to Customers.

Service Levels means our commitments to levels of service as set out in our Terms of Service.

Services means such services including consultancy, delivery, installation, training, managed services, cloud/hosted services or Support Services as are provided by us and/or a Partner to Customers and/or End Users in accordance with the Customer Agreement.

Service Change means changes to our Terms of Service.

Software means an executable program and/or application associated with the Products.

Support Services means the maintenance and technical support services as set out in our Terms of Service and generally consisting of:

- **Customer Support** being services to deploy, configure, troubleshoot and provide general advice with respect to the Products.
- **Managed Services** being outsourced management, monitoring and configuration of the Products.
- **Product Support** being the Product maintenance and escalated customer support.

Terms of Service means terms applicable to specific Products and Service as set out on our website and subject to change from time to time.

Third Party means a party other than a Party to a Partner Agreement.

Third Party Products means Products offered by us to a Partner for Re-sell which have been provided to us by a Third Party.

Unbundled Hardware refers to arrangements where we sell Hardware in conjunction without an associated subscription contract for Software.

Force Majeure means any circumstances beyond the reasonable control of the affected party, including fire, flood or other extraordinarily severe weather conditions, acts of God, war, riot or armed conflict, epidemic or pandemic, acts of terrorism, raw materials or labour shortages, failure of suppliers, industrial relations difficulties, strikes, lock-outs, failure in plant or equipment or similar matters. If you are a GSA Customer the terms of FAR 552.212-4(f) apply.

We, us, our, Family Zone and Family Zone Group refers to Family Zone Cyber Safety Limited (Australia) and its subsidiary companies including inter alia Family Zone Inc (USA), DerbyTech Inc (USA), Smoothwall Inc (USA), Smoothwall Limited (UK), Linewize Limited (NZ), Cyber Education Pty Ltd or a Partner.

Interpretation

In our agreements, unless the context otherwise requires:

- headings and emphasis are for convenience only and do not affect the interpretation of the agreement;
- words importing the singular include the plural and vice versa;
- words importing gender include every gender;
- a reference to a thing includes part of that thing;
- other parts of speech and grammatical forms of a word or phrase defined in the agreement have a corresponding meaning;
- terms of inclusion are to be interpreted without limitation;
- a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- a reference to a law or regulation shall include any applicable amendments
- a reference to a document includes every permitted amendment, modification or supplement to, or replacement or novation of, that document;
- a reference to a party includes that party's successors and permitted assigns;
- an expression importing a natural person includes any company, partnership, joint venture, association, corporation, or other corporate entity and any government agency;
- a reference to a clause, party, annex, exhibit or schedule is a reference to a clause of, a party, annex, exhibit or schedule to the relevant document agreement and a reference to an agreement includes any annex, exhibit or schedule thereto;
- where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the preceding Business Day; and
- no principle of construction or rule of law that provides that an inconsistency or ambiguity in the agreement will be construed against the drafter of the agreement will have any application.

Provision of Products & Services

Terms of Service: Subject to the Customer Order and acceptance of the Customer Terms, we will supply you with our Products and/or Services. Unless otherwise agreed in writing, you acknowledge and agree that the Products and Services are provided in accordance with the Terms of Service, as may be modified from time to time. You acknowledge and agree that the Terms of Service:

- include important obligations on us and you;
- have been made available to you and you have read, understood and agreed to them; and
- may be subject to Service Changes from time to time at our sole discretion.

Service Change: You agree that we may make a Service Change from time to time. Where we do so we agree to:

- Make such Service Changes effective 30 days after posting notice of the change; and
- Where a Service Change is in our sole opinion materially detrimental to you then (a) we will provide you with 30 days' notice of the Service Changes; (b) we will offer you a right to terminate this Agreement without penalty; and penalty and You shall be entitled to a pro rata refund for any fees paid not used; and (c) to do so you must provide us within written notice of termination within 30 days of receipt of notification of the Service Changes; and
- Whilst we will endeavour to, we make no promise to make available prior versions of the Terms of Service on our website.

Hardware: We may sell you Bundled Hardware or Unbundled Hardware. We may also provide you Hardware for trial. We retain ownership of Bundled Hardware and Hardware provided for trial. We retain ownership of Unbundled Hardware until it is fully paid for. We sell and supply Hardware in accordance with the Terms of Service.

Subcontractors: You acknowledge that subject to this Agreement we may use Subcontractors to fulfil certain of our obligations under this Agreement and We will remain liable for the actions of Subcontractors at all times.

Primary Responsibility: You acknowledge that you are the registered user of the Products and you are responsible for any use or misuse of them, even if the misuse was committed by an unrelated or related third party.

Compliance: In connection with the Customer Agreement, you agree that you will:

- not use the Products for any unlawful purpose;
- not take any action that may be construed as being an infringement of any of our Intellectual Property Rights or Third Party Intellectual Property Rights;
- not take any action that impacts on another person's lawful activities; and

- comply with all applicable federal, state and local laws and regulations, including but not limited to consumer and privacy laws.

Term and Termination

Term: The Customer Agreement commences on the date of the Customer Order and continues until terminated in accordance with the Customer Agreement. Your Customer Order may specify a Contract Term (e.g. annual contract) or a month to month basis. If no end date and/or a term is specified then we will assume a month to month basis. You may cancel use of your Products 30 days prior to the end of Contract Term. If not cancelled your Contract Term will be automatically extended by 12 months (an 'Auto-renewal'). We may adjust Fees to our current price book for auto-renewals or month to month arrangements and you may cancel your subscription in these circumstances.

Termination: We may terminate the Customer Agreement in the event of a Force Majeure event or if you suffer an Insolvency Event. If a Party fails to comply with, or breaches, any material obligation under the Customer Agreement and such Party fails to remedy such breach (if the breach is capable of remedy) or comply with its obligations within 14 Days of the non-defaulting party's notice to the defaulting party detailing the defaulting Party's breach or default, then your Customer Agreement automatically terminates on the date which is the earlier of:

- the date the non-defaulting party gives the notice if the breach or default is not capable of being remedied;
- the expiration of the 14 day notice period if the breach or default is not adequately remedied.

US Disputes Act: Notwithstanding any other provision of the Customer Agreement for GSA Customers we agree that any recourse against the United States for any alleged breach of the Customer Agreement will be taken in accordance with the Contract Disputes Act. We agree that should a dispute be brought, we shall proceed diligently with performance under the Customer Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Customer Agreement. We further agree to comply with any decision of the appointed contracting officer.

Obligations Continue: Notwithstanding termination or expiration of the Customer Agreement, your obligations under the Customer Agreement will continue in full force and effect until:

- You have fully paid for or returned in good working order any Bundled Hardware or trial Hardware supplied to you (as determined solely by us acting reasonably); and
- All amounts due to us for the period up to and including the termination date under the Customer Agreement have been paid in full.

Service Suspension: If we reasonably believe that our systems may be exposed to potential damage or misuse, or in the event of a Force Majeure, we may reasonably and temporarily suspend your access to our Products and/or Services. This right does not affect or limit any other rights we have under the Customer Agreement. Notwithstanding anything to the contrary in the Customer Agreement, in the event of a Regulatory Impediment either party shall have the right to suspend performance to the extent reasonably necessary.

Effects of Termination: On termination of the Customer Agreement:

- Any Fees owing at the date of termination shall be due immediately and any subsequent charges from us will be due immediately upon receipt of an invoice;
- Any Fees that have been paid to us at the date of termination shall be deemed to have been fully utilized and no refunds will be available; and
- You must immediately return to us at your expense any Bundled Hardware or any other items that we own such as trial hardware and you acknowledge and agree that we will charge you reasonable Fees if you do not do so within 30 Days or where we reasonably assess Product Damage for any returned items;
- Any licences or rights granted to you by us will automatically terminate and we shall cease providing you with our Products and/or Services; and
- You must immediately cease using our Products and Our Marks.

Commercial Terms

Fees: Applicable Fees for your ordered Products are set out on your Order or in the case of Auto-renewals, on the associated renewal invoice. You agree to pay us applicable Fees for the Products and/or Services we (or a Partner) supply to you in accordance with your Customer Order or as modified by us from time to time in accordance with the Customer Agreement.

Fees for GSA Customers: Notwithstanding any other provision of the Customer Agreement if you are procuring our Products and/or Services through the U.S. General Services Administration (GSA) you agree to pay us applicable Fees for the Products or Services we supply to you under your Customer Order in accordance with the relevant GSA schedule price list. We (or our relevant Partner) shall state separately on invoices taxes excluded from the Fees. You shall either pay

us the taxes or provide evidence necessary to sustain an exemption in accordance.

Price Changes: Fees for our Products will not be subject to change during a Contracted Term.

Third Party Products: If you have ordered Third Party Products through us then unless otherwise specified in the Customer Order, you will be responsible for paying the cost of any price increases which we pass on to you. We will use our best efforts to mitigate these changes and provide you with prior notice.

Tax: All Fees are set out exclusive of taxes. We will levy taxes where required under local regulations unless you provide evidence of a relevant tax exemption.

Invoicing and payment: Unless otherwise specified in the Customer Order:

- Period-related Fees are due from the date the relevant Product is made available to you;
- Hardware-related Fees are due from the date of delivery of the items to you;
- Invoices will be issued in your local currency;
- Invoices are due 30 days from the invoice date;
- You have no right of offset against any of our invoices;
- Invoices not paid by the due date will bear interest at the interest rate established by the U.S. Secretary of the Treasury as provided in Title 41 U.S.C. 7109;
- You must make payments to us free of any withholding tax, and of any currency control or other restrictions; and
- Payment is not deemed to have been made until it has been cleared by our bank.

Data Protection

Our Privacy Policy is available on our website and sets out our commitment and undertakings with respect to privacy and data protection as it relates to you and your End Users' information. You agree to:

- Comply with relevant local laws and regulations with respect to data protection and privacy;
- Respond promptly to our reasonable requests with respect to matters of data protection;
- At all times take all appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- Immediately notify us if you receive any complaint, notice or communication which relates directly or indirectly to the processing of personal data under this agreement and provide full co-operation and assistance in relation to any such complaint, notice or communication.

Legal Restrictions and Obligations

Legal restrictions on using online safety technology: In the legal jurisdiction within which we provide you with our Product and Services there may be legal limitations ('**Legal Restrictions**') with respect to when and how features such as the following may be used by you:

- Filtering technology (permitting the inspection, blocking and reporting of internet activity);
- Location tracking technology;
- Recording technology (permitting the capture or recording of audio or visual material);
- Safeguarding technology (such as key-logging or the scanning of cloud accounts); and
- Data capture with respect to the above.

Where such Legal Restrictions are applicable to you, then we will use reasonable efforts to ensure our Products and Services support such Legal Restrictions. Configuration of our Products & Services to meet applicable Legal Restrictions is your sole responsibility. If compliance with applicable Legal Restrictions is not possible within our Product and Services then it is your sole responsibility to not use them and we disclaim all liability.

Legal obligations for notification, consent and reporting: In the legal jurisdiction within which we provide you with our Product and Services there may be legal obligations imposed on you and us ('**Legal Obligations**') with respect to matters such as:

- **Notification:** The notification of End Users, staff, students or their parents or guardians about the use of our Services;
- **Consent** Obtaining consent from End Users, staff, students or their parents or guardians for the use of our Services;
- **Reporting:** Sharing of information captured by our Services in certain circumstances to relevant government bodies, End Users, staff, students or their parents or guardians.

Where such Legal Obligations are applicable, then:

- we require you to, and you agree to, perform any and all required actions;

- we disclaim all liability; and
- unless you are a GSA Customer, you agree at your own expense, to indemnify, defend and hold us harmless from and against any and all Actions brought against us, our affiliates, directors, officers, agents and employees arising in connection with a failure to comply with such Legal Obligations.

Warranties and indemnities

Limited Warranty

We warrant that the products will perform substantially in accordance with products written materials accompanying it. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT THE PRODUCTS ARE PROVIDED "AS IS." WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE PRODUCTS, OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR OR OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS. FURTHER, WE HAVE MADE NO REPRESENTATION OR STATEMENT AND GIVE NO CONDITION, WARRANTY OR GUARANTEE ABOUT THE DATES FOR DELIVERY OR RELEASE OF ANY PRODUCTS.

Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT SHALL WE, OUR AFFILIATES, OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY (INCLUDING STUDENT OR PARENT OR OTHER CUSTODIAN) UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING TORT, STRICT LIABILITY, AND OTHERWISE, FOR ANY LOSS OF USE, PROFITS, DATA, BUSINESS, REVENUE, GOODWILL OR REPUTATION OR FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (IN EACH CASE EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE PRODUCTS, (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER DATA, OR (c) ANY OTHER MATTER RELATING TO THIS AGREEMENT. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY (INCLUDING STUDENT OR PARENT OR OTHER CUSTODIAN) UNDER THIS AGREEMENT FROM ANY OR ALL CLAIMS OR CAUSES EXCEED THE AMOUNT OF THE AGGREGATE FEES RECEIVED BY US. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY IN THE AGGREGATE AND WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IN ADDITION, WE TAKE NO RESPONSIBILITY NOR ACCEPT ANY LIABILITY FOR THE PERFORMANCE OF THIRD PARTIES IN RELATION TO THE PRODUCTS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

Indemnity

We agree to indemnify, have the right to intervene to defend, and hold you harmless from any and all Claims brought against you, your affiliates, directors, officers, agents and employees by a Third Party arising from a claim of infringement of copyright or other intellectual property right arising from the use of a Product or Services. This indemnification will not apply in the event that the infringement is caused by your use of the Products or Services in combination with other software, hardware or materials not developed by us, your modification of our Products or Services, your general use of the internet, and/or an allegation made against You or based on actions you took prior to the execution of the Customer Agreement.

Except if you are a GSA Customer, you agree, at your own expense, to indemnify, defend and hold us harmless from and

against any and all Actions brought against us, our affiliates, directors, officers, agents and employees by a Third Party:

- arising in connection with your breach of the Customer Agreement; or
- arising in connection with your unlawful conduct.

Under this Agreement any party's obligation to indemnify the other arises only if the party seeking to be indemnified promptly notifies the other party within 30 days of learning of an action for which indemnification is sought. If we provide indemnification to you, we retain sole right to direct the defence of and settle any such action and you agree to fully cooperate with any such action.

Third Party Supplier Indemnity

If you have been supplied Products of a Third Party (through us or directly from that Third Party) You acknowledge that there are different Third Party's terms and conditions relating to supply, service or product.

Intellectual Property

You agree that you do not own Our Intellectual Property or Our Marks and that you will not make any claim of ownership to or concerning Our Intellectual Property or Our Marks during the course of the Customer Agreement.

You agree to use your reasonable endeavours to ensure no party can access the Products in any way which may facilitate the analysis, copying, reverse engineering of the Products, including but not limited to the operating system or copying of any music, video or message files. We reserve the right to claim compensatory or other relief for breach of this term.

You agree that other than as provided in the Customer Agreement or as otherwise agreed in writing by us, you will not use, change, add to or modify any Products, related software or configuration.

Confidentiality

Confidentiality: Each Party undertakes in relation to the other party's Confidential Information to maintain the same in confidence and not to make any commercial use thereof or use the same for the benefit of any third party other than pursuant to the Partner Agreement. Obligations with respect to Confidentiality under this clause shall not apply to any information or material which the recipient party can prove:

- was already known to it prior to its receipt thereof from the disclosing party;
- was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the disclosing party; or
- was in the public domain at the time of receipt by the recipient party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause 9 or any obligation of confidence owed by the recipient party.

Disclosures: Each Party shall notify the other Party if any of its staff connected with the provision or receipt of the Products or Services becomes aware of any unauthorized disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

Agreement: Unless required by law, the terms of the Customer Agreement may not be disclosed by you (other than to its legal advisors) without our prior written consent.

Publicity: Each Party may make public the existence of the Customer Agreement. Other than where required to disclose information under operation of law, by a court order, or by a governmental agency with jurisdiction, neither party will publish or release any public relations materials or make any public announcement relating to the Customer Agreement or the other party without the other party's prior written consent. Each party agrees to exercise good faith dealing in respect of any such requests.

Your Information: For the purposes set out below; you authorise us, and you undertake to procure if requested by us authorisation from your directors (if you are a company) and trustee/s (if you are a trust) for us to collect, retain and use personal Information (the "Information") about you, your directors and trustee/s (as the case maybe). The purposes for which we may request the Information are:

- Checking your credit worthiness;
- Seeking to enforce our (or any financier's) rights (as applicable) under your Customer Agreement or at law;
- Providing information to or requesting Information from, credit agencies;
- Assignment (or potential assignment) of your Customer Agreement to a Third Party; and
- Any other purpose reasonably contemplated by your Customer Agreement.

You irrevocably acknowledge that the Information shall be deemed to be held by us for the purposes described above; and where the Information can be readily retrieved, you shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge.

Communications: You consent to receive communications from us for purposes reasonably related to your Customer Agreement. If you subscribe to news services from us, you will receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

Customer Communications: We reserve the right to send electronic communications to Customers associated with you covering topics such as technical announcements, Product and Service developments as well as general company news.

Regulator disclosures: We recognize that you may be subject to regulations, such as the (U.S. Freedom of Information Act, 5 U.S.C. 552) which may require the disclosure of otherwise confidential information.

General

Assignment: You may not assign or transfer all or any of your rights, benefits or obligations under the Customer Agreement without our prior written consent, the granting of which shall be at our sole discretion. Unless the Anti-Assignment Act, 41 USC 6305 applies (in which case we acknowledge the requirement to seek approval for assignment) we may at any time assign or otherwise transfer to any party all or any part of our rights, benefits or obligations under this Agreement and in that event the assignee or transferee will have the same rights against you as it would have had if it had been an original party to the Customer Agreement. You acknowledge that we may disclose Confidential Information to (subject to us entering into a confidentiality agreement with) a potential assignee or to any person who may otherwise enter into a contractual relationship with us related to the Customer Agreement. The Customer Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

Assignment and Sub-Contracting: You shall not assign, novate, dispose of, sub-licence, sub- contract or otherwise transfer your Customer Agreement nor any or all of their rights and obligations hereunder to any third party without our prior written consent (such consent not to be unreasonably withheld or delayed).

Counterparts: The Customer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of your Customer Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

Entire Agreement: The Customer Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement relating to the subject matter of the Customer Agreement, whether written or oral. Each party acknowledges and agrees that in entering into the Customer Agreement it places no reliance on any representation or warranty in relation to the subject matter of your Customer Agreement other than as expressly set out therein, nor shall have any remedy in relation to the subject matter of the same save as expressly set out in the Customer Agreement, provided always that nothing in this clause or in the Customer Agreement shall operate to exclude or restrict any remedy or liability for fraud or fraudulent misrepresentation.

Enurement: The provisions of the Customer Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

Further acts: Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Agreement.

Force Majeure: Neither party shall not be in breach of the Customer Agreement, nor liable for any failure or delay in performance of its obligations under this Agreement, where the failure or delay was caused by an event of Force Majeure. If the event of Force Majeure continues for a period in excess of three months after the date on which it began, either party may give one month's written notice to the other Party terminating the Customer Agreement. Neither party shall have any liability to the other in respect of termination of the Customer Agreement due to circumstances of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist. For GSA Customers excusable delays shall be governed by FAR 552.212-4(f).

Governing Law: This Customer Agreement shall be construed in accordance with the following table:

If you operate out of this region	This governing law applies	Jurisdiction
United Kingdom	The laws of England	The courts of the England

If you operate out of this region	This governing law applies	Jurisdiction
European Union	The laws of the European Union and the country in which the Partner operates	The courts of the European Union and the country in which the Partner operates
United States of America	If you are a GSA Customer then the Federal laws of the United States otherwise the laws of the Commonwealth of Virginia	The courts of Virginia
Australia	The laws of Western Australia, Australia.	The courts of Western Australia
New Zealand	The laws of New Zealand	The courts of New Zealand
Other region	The laws of Western Australia, Australia.	The courts of Western Australia

Non-Solicitation: Neither party shall during the term of the Customer Agreement and for a period of 6 months after its termination solicit or endeavour to entice away whether or not on behalf of itself any of the employees of the other party without the prior written consent of the other party.

Notices: Any notice, approval consent or other communication under the Customer Agreement must be in writing, and delivered personally or sent by prepaid registered post or email to a Party at the address set out in the Schedule or updated from time to time, or to such other address as that Party may from time to time notify to the other for the purposes of this clause. Proof of posting by prepaid registered post or of dispatch of email will be proof of receipt, in the case of a letter, on the third Business Day after posting and, in the case of email, if the sender does not receive an automated email notifying the sender of non-delivery or delivery error in relation to the sender's email.

Power of Attorney: You irrevocably appoint us and any authorising officer of ours severally to be your attorney to execute all such documents and to do such things as may be required on your part to give effect to the provisions of the Customer Agreement.

Relationship: Nothing in your Customer Agreement establishes a partnership, employment, franchise or joint venture relationship between you and us. You are an independent contractor and you represent and warrant that compensation received from us is not your only source of income. You are not required by us to incur any costs or expenses pursuant to this Agreement. If you do incur costs and expenses, you agree to pay them and not seek reimbursement from us. No payment or withholding of any taxes related to income received by you from us will be made by us. You are solely responsible for withholding and payment of all applicable taxes. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

Remedies: The rights and remedies provided in the Customer Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

Severability: In the event that any provision of the Partner Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Customer Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

Third Party Rights: An entity which is not expressly a party to your Customer Agreement shall have no right to enforce any term of the Customer Agreement.

Waiver: No delay or failure by either party to exercise any of its powers, rights or remedies under your Customer Agreement will operate as a waiver of them, nor any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

Contacts

For customers within the Australia and New Zealand

e: corporate@familyzone.com

m: Family Zone Cyber Safety Limited, Level 3, 45 St Georges Terrace, Perth WA 6000, AUSTRALIA.

p: +61 1300 398 326

For customers within the United Kingdom:

e: corporate@familyzone.com

m: Avalon House, 1 Savannah Way, Leeds Valley Park, LS10 1AB, Leeds, United Kingdom

p: +44(0)113 539 7506

For customers within the United States

e: corporate@familyzone.com

m: 11545 West Bernardo Court, Suite 204 San Diego, CA, 92127

p: +844 SAFEWEB (844-723-3932)

TERMS OF SERVICE

Set out below is the Terms of Service which forms part of the Customer Agreement with us. These terms may be updated from time to time, with notice as described herein.

In this document Agreement refers to the Customer Agreement between you and us and terms have the meanings set out in our Customer Terms unless otherwise defined in this document or unless the context suggests otherwise.

Background

We are a provider of online safety & security **Products** (hardware and software) and related **Services** (consulting, support, deployments, training, warranties and features within our Products).

Our Products & Services are provided to Customers under a **Customer Agreement** (also referred to as your Agreement in this document) which consists of all of the following:

- A **Customer Order** which sets out the key commercial arrangements and selections of a particular Customer;
- Our **Customer Terms** which set out the legal terms and conditions that apply to all Customers; and
- Our **Terms of Service** which set out the specific conditions within which we supply specific Product or Services;
- Our **Customer Policies** which set out how we work with Customers, End Users and protect Data; and

Additionally, End Users of our Products are subject to our **End User Licence Agreement** which sets out the terms applicable when individuals download, install or use our Software. **Software** means an executable program and/or application associated with the Products.

We appoint **Partners** to **Re-sell** our Products and Services. You may have acquired Products and/or Services from a Partner of ours. Partners are required to Re-sell our Products and Services in accordance with the requirements of your Customer Agreement.

You may, at your absolute discretion, refer other Third Parties to us. This may include for example referring a parent or a guardian to procure **Consumer** Product.. Should a referral result in a Consumer account being then such accounts are separate and independent from your account and the Customer Agreement.

Within our Customer Agreement documents **You** and "your" refers to the party which has entered into the contract with us. This will be set out in the Customer Order. You accept the Customer Agreement by signing and accepting a Customer Order. Until you do so and on termination of your Customer Agreement you may not use our Products and Services.

We, us, our, Family Zone and **Family Zone Group** refers to Family Zone Cyber Safety Limited (Australia) and it's subsidiary companies including inter alia Family Zone Inc (USA), DerbyTech Inc (USA), Smoothwall Inc(USA), Smoothwall Limited (UK), Linewize Limited (NZ) or a Partner.

General Obligations and Acknowledgements

Acceptable Use: In using the Products and Services, you agree to use reasonable efforts to ensure that you and End Users associated with your account:

- Use the Products and Services for their intended purposes and do not share, resell or resupply them for any form of compensation;
- Comply with reasonable directions from us and our appointed subcontractors;
- Comply with all applicable terms within these Terms of Service;
- Comply with applicable laws; and
- Do not use the Products and Services in any way that could harm them or impair any other use of them.

Security: Unless otherwise agreed with us in writing you are responsible for providing any and all security or privacy measures for your computer networks and any data stored on those networks or accessed through the Products. We will incur no liability to you in relation to any loss, damage, costs or expenses suffered or incurred by you as a result of your failure to provide that security or privacy.

Privacy: In using the Products and Services, you acknowledge having read, understood and agreed to our Privacy Policy which is available on our website.

Third Party Services and Hardware: Using the Products and Services may depend on you having Third Party services, equipment or software. Unless otherwise agreed with us in writing, you are solely responsible for the costs, installation, maintenance, legality and use of such items.

Provisioning: We may agree in writing to provisioning and installation time targets for individual Products or Services ("Required Dates"). We will use commercially reasonable efforts to, but cannot guarantee that we will, meet Required

Dates. Typically we invoice from the date of your Customer Order. If we have agreed to invoice from the date of provisioning or installation then where provisioning or installation is delayed due to your actions or inactions then we reserve the right to begin invoicing you from the agreed Required Date.

Scaling: Products (including any Third party products or services) and Services we supply have been chosen based on our understanding of your requirements. We have made these selections based on information provided by you. If your requirements change (such as the number of users, devices or data throughputs change) then the Products supplied may no longer be suitable for you. You acknowledge and agree that in such circumstances we may need to vary your Products and you will be subject to reasonable fees and charges.

Maintenance: You acknowledge that we may modify the Products and Services. If we make a modification, we will use commercially reasonable efforts to do so in a manner that provides technical and operational continuity. We undertake to provide you with reasonable notice of any modifications however we reserve the right in our sole and absolute discretion to make changes without notice where we believe it necessary to do so. You must comply with reasonable directions given by us or our Subcontractors, agents or Partner for continued and effective operation of the Products and Services. We may issue you upgraded versions of Software automatically. If you decline or otherwise cause us to be unable to perform the upgrade the relevant Products and Services may not operate properly.

Support: You acknowledge and agree that Support will be provided in accordance with our Support Terms (set out below) and the Customer Order.

Assistance: You agree to provide us with reasonable assistance to ensure the ongoing functioning of supplied Products and Services.

Termination: We may terminate your access to the Products and Services immediately if:

- You are in material breach of the Customer Agreement;
- You have been notified of a breach and you have failed to remedy it within the time requested;
- You become Insolvent;
- We are required to by law or a competent authority;
- We reasonably suspect fraud or attempted fraud;
- For security reasons; or
- You ask us to.

We may terminate your access to the Products and Services on reasonable (usually 30 days) notice if:

- You have overdue invoices;
- We reasonably believe we need to do so for technical, security or operational reasons; or if
- You use a Product in a way that places unreasonable demands on our systems or may impact persons.

Primary Responsibility: You acknowledge and agree that you have primary responsibility for any use and misuse of the Product and Services, even if committed by an unrelated or related party (including End Users) with access to your accounts of Products.

Hardware Used in conjunction with our Products and Services: You acknowledge and agree that you are required to use your reasonable endeavours to ensure that Hardware used in conjunction with our Products and Services is suitable, available and adequately secured and insured.

Reasonable Use Limits: We seek to ensure quality and available Products and Services and we reserve our right to impose reasonable use limits where in opinion these are required. For example if we provide a free trial we may limit the extent of its use. We will provide you reasonable notice where we seek to apply a limit and these will be set out in our Terms of Service. We may reasonably suspend your use of some or all of our Products and Services if you do not comply with our reasonable request.

Legal restrictions on using online safety technology: In the legal jurisdiction within which we provide you with our Product and Services there may be legal limitations ('**Legal Restrictions**') with respect to when and how features such as the following may be used by you:

- Filtering technology (permitting the inspection, blocking and reporting of internet activity);
- Location tracking technology;
- Recording technology (permitting the capture or recording of audio or visual material);
- Safeguarding technology (such as key-logging or the scanning of cloud accounts); and
- Data capture with respect to the above.

Where such Legal Restrictions are applicable to you, then we will use reasonable efforts to ensure our Products and Services support such Legal Restrictions. Configuration of our Products & Services to meet applicable Legal Restrictions is your sole responsibility. If compliance with applicable Legal Restrictions is not possible within our Product and Services then it is your sole responsibility to not use them and we disclaim all liability.

Legal obligations for notification, consent and reporting: In the legal jurisdiction within which we provide you with our

Product and Services there may be legal obligations imposed on you and us (**'Legal Obligations'**) with respect to matters such as:

- **Notification:** The notification of End Users, staff, students or their parents or guardians about the use of our Services;
- **Consent** Obtaining consent from End Users, staff, students or their parents or guardians for the use of our Services;
- **Reporting:** Sharing of information captured by our Services in certain circumstances to relevant government bodies, End Users, staff, students or their parents or guardians.

Where such Legal Obligations are applicable, then:

- we require you to, and you agree to, perform any and all required actions;
- we disclaim all liability; and
- you agree at your own expense, to indemnify, defend and hold us harmless from and against any and all Actions brought against us, our affiliates, directors, officers, agents and employees arising in connection with a failure to comply with such Legal Obligations.

Terms of Service - Unbundled Hardware

These terms of service apply to situations where we sell Hardware to you unrelated to any contract for the supply of Services. For example we may sell you a redundant appliance.

Acknowledgements and Obligations

Subject to your Customer Order, these terms apply for the sale of Unbundled Hardware:

- All risk in sold Products passes to you upon delivery.
- All dates and times specified in Customer Order are estimates only. We cannot be responsible for losses or other costs as a result of delays.
- You must inspect Products upon delivery. If damage is identified, you must give us written notice and request a return authorization within seven (7) days of delivery or you will have waived any claims for damages and the Products will be deemed accepted. We will pay for the shipping costs to return damaged Products.
- We will at our sole discretion either replace or credit your account for any Product proved to our sole satisfaction to have been lost or damaged in transit.
- Until we have been paid in full for the Products supplied to you we retain ownership of them and you hold these for us in a fiduciary capacity as a bailee.
- We reserve the right to retake possession of any Products which have not been fully paid for.
- We will provide or arrange to be provided a warranty compatible with the country in which the Product is sold. This warranty is provided to the Customer.
- We will invoice you for the Products inclusive of applicable taxes.

Terms of Service - Bundled Hardware (Hardware as a Service)

In instances where we agree to provide you with Hardware for trial use or as part of a subscription (called Bundled Hardware) then these terms apply.

Acknowledgements and Obligations

Subject to your Customer Order, these terms apply for the sale of Unbundled Hardware:

- Bundled Hardware is personal property, owned by us, and is not a fixture.
- Bundled Hardware remains our property at all times.
- You only have a right to use the Bundled Hardware for the term of your Agreement and no right to purchase the Bundled Hardware on or before termination or expiration of this Agreement.
- Opening the encasings of the Bundled Hardware will be considered Product Damage.
- Replaced components become part of the Bundled Hardware once they have been exchanged for any reason.
- Additional or different Bundled Hardware provided to you, will be on the same terms and conditions as contained in this Agreement and you agreed to pay all additional Fees which may apply for any additional or different Bundled Hardware.
- Any loss or Product Damage to the Bundled Hardware is your responsibility and legal obligation from the date of delivery to you.

You agree to use your best efforts to:

- Protect, defend and make clear to others our interest in the Bundled Hardware;
- Use the Bundled Hardware for the purpose for which it was designed and in accordance with our/or the manufacturer's instructions as applicable.
- Where you (or parties instructed by you) are installing, configuring or removing the Bundled Hardware that it is done so safely (on the understanding that you are responsible for any Damage that may be caused).

You acknowledge and agree that you have:

- Acted solely based on your own judgment in accepting the Bundled Hardware under this Agreement.
- Not relied on any representation about the Bundled Hardware by us with respect to suitability for any particular use.

You agree to not, without our prior written permission:

- Grant another person an interest in, or security over the Bundled Hardware to others for any reason.
- Part with possession of or alter the Bundled Hardware in any way.
- Move the Bundled Hardware to any other location.

Permitted Actions by us

With respect to Bundled Hardware you permit us to:

- Engage Subcontractors to provide, install, maintain, restore and/or remove all or any of the Bundled Hardware.
- Charge you for repairs to, or replacement of, any Bundled Hardware that is lost, damaged or destroyed until it has been returned to us (Repair Charges).
- At any time swap the Bundled Hardware for alternative equipment offering in our reasonable judgment the same functionality.

Effect of Termination

On termination or expiration of your Agreement for whatever reason you are required to return the Bundled Hardware to us within 30 days at our registered office and pay for any costs of delivery.

If you do not return the Bundled Hardware to us on termination or expiration of our Agreement within this 30 day period then we are entitled to invoice you a reasonable market value of the Bundled Hardware.

If Bundled Hardware returned to us is with Product Damage we are entitled at our election to:

- charge you for the cost of repairs; or
- invoice you for the market value of the Bundled Hardware.

Hardware on a Service Term

We may provide you with Bundled Hardware on a service agreement with a set term. Where we do so the term will be set out on your Customer Order. For example, we may supply you with hardware on which our Services operate and we may support that hardware under a contract for a 3-year term. In these circumstances, you acknowledge and agree that at the end of the said term we are under no obligation to continue to support the Bundled Hardware. At that time, you must either purchase new hardware from us, purchase an extension of Support or cease using the Bundled Hardware and return it to us at your cost.

Terms of Service - Support

These terms apply with respect to customer and product support services we may offer to provide you.

Specific Terms

In addition to meanings set out in our Customer Terms, the following terms apply in this section.

Excluded Event means:

- a breach of this Agreement by you;
- a Force Majeure event;
- any act or omissions of a Third Party which affects the function or performance of the Products;
- a negligent, fraudulent or wilful act or omission of you or your personnel or an End-user; or
- a failure of any of your or an End-user's Customer's equipment.

Defect means a fault in a Product or Service which renders it unusable or otherwise unfit for its stated purpose in a live environment.

Documentation means any documentation provided by us in relation to the Product or Service and includes, without limitation, user guides, procedures, training manuals, videos, tutorials, brochures and manuals.

API's means application programming interfaces provided by us for the Products or Service as described in our Terms of Service.

Components or Parts means any component part or complete unit of a Product;

Improvements means any modification or enhancement to the Products or Services, which in our sole opinion, in any way whatsoever improves them.

Patches means temporary software programming, subroutines or workarounds produced after the Commencement Date to overcome errors or to improve the performance or operation of the Products or Service without significantly altering the performance characteristics or adding additional functionality.

Product Description means our description of certain features of our Products or Services, as set out on our website and changed by us from time to time.

Managed Services means the outsourced management, monitoring and configuration of Products or Services.

Structure of our Support services

We may offer you Support services. Where we do so, it will be included in your Customer Order. Subject to your Customer Order and the terms set out below we will provide or procure:

- **Technical Support:** For business hours deployments, configuration and escalations;
- **Product Support:** For our Products and Services;
- **Managed Services:** Offering ongoing management of a Product or Service; and
- **Vendor Product Support:** Offering support for 3rd Party branded Products or Services.

Acknowledgments and Obligations

As soon as you become aware of any potential or actual Defect, you must promptly report that to us by contact methods notified to you by us from time to time.

Before reporting a Defect to us, you must take all reasonable steps to ensure that it is not caused by an Excluded Event. This includes where caused by a fault in any equipment or services located on your side of the service delivery point.

If we investigate a Defect and determine that the defect is attributable to any equipment or services on your side of the service delivery point we will use commercially reasonable efforts to inform you of the Defect and its probable cause and location but will bear no further liability or responsibility; we may charge you for any costs that we incur in investigating the Defect; and if we agree to rectify the defect, we may charge you the fee for service charges set out in the Order if any) and otherwise the fee for service charges set out in the standard pricing table in respect of any work performed.

If we investigate a defect and determine that the Defect is attributable to any equipment or services on our side of the service delivery point, then where we determine that the Defect is in equipment provided by us, we will be responsible for rectifying it in accordance with the Agreement; and where we determine that the Defect is in equipment within a supplier network, we will inform the supplier of the Defect and request its rectification.

If we investigate a Defect and determine that it is attributable to an Excluded Event, then we may charge you for any costs which we incur in investigating and rectifying the Defect.

You must provide all necessary assistance to enable location and rectification of any Defect, regardless of whether that Defect is the responsibility of us or a Third Party.

Where we or a Third Party vendor has stipulated a Hardware and/or Software compatibility list or configuration, you must adhere to these guidelines. Any work arising from non-compliance with these guidelines will be chargeable.

The Service Levels table set out below shows our target Defect response and rectification times. Such targets are measured from the time that the Defect is reported to us or we become aware of the Defect. We will use commercially reasonable efforts to meet the target timeframes referred to below, but do not make any guarantees that such targets will be met.

Unless specifically agreed by us in writing, we do not promise to monitor use of the Products and Services. End-user activity is your responsibility. You should not rely on us to contact you or to suspend your use of Products of Services in the event of excessive or unusual activity.

Where you have requested and we have agreed in writing to provide onsite visits, the frequency and length of the scheduled onsite visits may change throughout the term of our Agreement by mutual agreement; and unless agreed with

us otherwise visits on public or federal holiday or weekends and work outside the scope of Managed Services will be chargeable.

Support Fees

Chargeable support Fees are listed on our pricing schedule which you may request from us at any time. We may include bundled support hours in which case this will be specified on your Customer Order.

Support Fees will be chargeable where support work is:

- Not included within the scope of our Support services; and
- Relates to the investigation or remediation of an Excluded Event.

Technical Support

We (or our Partner as applicable) will provide you with Technical Support under these terms.

The objective of Technical Support is to assist Customers to deploy, configure and use the Products and Services and to resolve any questions or issues they have and to escalate and expedite any identified problems.

Technical Support functions may be provided by us or a Subcontractor as agreed with you in your Customer Order.

Technical Support responsibilities consist of:

- Supporting you and End Users with deployment, configuration, documentation and advice;
- Fielding your and End User questions and complaints;
- Information/data gathering and initial diagnosis;
- Resolving problems and implementing configuration changes;
- Detailed investigation of escalated problems and calls;
- Where mutually agreed, performing (including the review and testing) configuration changes;
- Identifying known problems and applying the known solutions to those problems; and
- Escalating defaults and complex questions to relevant Third Parties and to Product Support.

Service Level Targets for Technical Support

Times set out below are during Business Hours (at your location).

Level / priority	Technical Support		Notes
	Respond	Resolve	
P1 - Critical Incidents	1 hr (business hours)	2 hrs (business hours)	Reserved for Infrastructure outages/critical systems. Examples include: <ul style="list-style-type: none"> • A reduction in capacity of traffic handling capability such that a major part of the traffic load cannot be handled by the system. • Significant loss of service in a business critical area. • Loss of safety or emergency capability.
P2 - Major Incidents	2 hrs	4 hrs	Examples include: <ul style="list-style-type: none"> • Reduction in capacity handling or traffic measurement function. • Repeated short outages greater than 2 minutes every 24 hours or continuing over longer periods. • Degradation or loss of access for operations and maintenance functions or routine admin functions. • Degradation of the system's ability to provide any system notification of critical or major alarms.
P3 - Minor Incidents	4 hrs (business hours)	2 business days	Examples include: <ul style="list-style-type: none"> • Restored SL 1 or 2 calls under observation. • Processor restarts with no traffic impact. • Any small impact on the system that impacts call processing, traffic handling or End User but does not prevent operator delivering service to the End Users. • Serious impact on operations and maintenance functionality. • Any condition that does not impact the functionality of the system or impact service to End Users.

Level / priority	Technical Support		Notes
	Respond	Resolve	
P4 - Low Priority	1 business day	5 business days	All Customer calls are default logged as LOW (priority 4) until triaged. Examples include: <ul style="list-style-type: none"> • Single user affected, but operational. • Problem has a temporary workaround. • Partial failure of redundant service. • Performance issues. • General questions, feature requests or requests for information.

Product Support

Product Support relates to support for our branded Products or Services.

The objective of Product Support is to maintain the Products and Services and to deal with escalated issues and problems.

Product Support is provided by us.

Product Support consists of:

- Ascertaining if a problem is caused by an error in the code or some other component or in system design;
- Applying bug fixes to the code and releasing code revisions containing bug fixes together with appropriate release documentation;
- Investigating problems in Third Party products and identifying any known problems;
- Releasing patches to Technical Support teams for implementation.

Managed Services

If we have agreed to provide you with Managed Services, then the following terms apply.

If your provider of Managed Services is a Partner of ours then these are our default terms, however you may agree alternative arrangements with them.

- You authorize us to install any remote management tools as we deem necessary for the purpose of managing our Products and Services.
- You authorize our access to your environment for the purpose of managing our Products and Services.
- Where the supply of a Product or Service requires functionality from your IT infrastructure, you are responsible for ensuring that that functionality is present.
- If you request onsite support and we believe we are capable of completing required support tasks remotely, we will treat the request as chargeable.
- The Managed Services Table set out below shows the matters and actions that are in and out of the scope of our Managed Services.
- We make no warranty on the integrity of software released by Third Party vendors, including but not limited to patches, hotfixes, updates and device drivers. As such, we are not liable for any damages caused by the application, automated or otherwise, of this software as part of our Managed Service. Any remedial work to resolve issues caused by the application of vendor released software is out of scope of Managed Services.
- We make no warranty on the effectiveness of security, anti-virus and anti-malware products or services. Any remedial works for issues caused by security, virus or malware infections that were not captured by the said measures are considered out of scope of Managed Services. Where we provide you with internet security, whilst we do so with due care no system, product or service can claim to be completely secure.
- Where we or a Third Party vendor has stipulated a Hardware and/or software compatibility list or configuration, you must adhere to these guidelines. Any work arising from non-compliance with these guidelines will be considered out of scope of Managed Services.
- Other than Bundled Hardware, we are not required to provide support for Hardware or software which is no longer supported by the relevant vendor (End of Life). Where we become aware that Hardware or software has reached, or is imminently approaching End of Life, we will use commercially reasonable efforts to notify you, however, we are not liable for any failure to do so.
- Included hours of Managed Services will be specified in your Order.

In Scope	Out of Scope (Chargeable)
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Monitoring of agreed Product performance parameters Critical Incident management Remote assistance with deployment, and configuration Recommendation on set up Management of warranty claims	Onsite support Network and infrastructure management and support Hardware management - servers, network infrastructure and connected devices
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Vendor Product Support

If we have agreed to provide you with 3rd party branded Products, then we may procure on your behalf support from the manufacturer or vendor of that product (“Vendor Product Support”). Where we do so then these terms apply.

You agree to adhere to guidelines, requirements and instructions from the relevant provider of Vendor Product Support (“Vendor Instructions”).

You acknowledge that any work arising for us from your non-compliance with Vendor Instructions will be chargeable by us to you.

Where Vendor Product Support is provided for a set term (for example a 3 year support contract) then at the end of the said term we are under no obligation to procure support for you and you must at that time either purchase an extension of support or cease using the relevant product.

Terms of Service - Online Safety Experts

Cyber Experts refers to our in-house Education and Wellbeing team, staffed with professionals in areas of online safety, child development, psychology, education, public safety and more. Some of our Products and Services provide you with access to the expertise, advice and recommendations of our Online Safety Experts.

You acknowledge and agree that:

Our online safety expert advice is Intellectual Property

Advice provided by our Online Safety Experts is Intellectual Property and may from time to time include personal information. You agree to keep Online Safety Expert advice under the strictest confidence and not share, sell or use the advice other than as specifically permitted in your Agreement.

We make no promises with respect to online safety expert advice

Advice provided by our Online Safety Experts is provided on a reasonable endeavours basis and we are not liable for any direct or indirect loss or damage whatsoever resulting from your or any other party’s use of it (as further described in our Customer Terms). You agree to be prudent when dealing with the advice of our Online Safety Experts and in particular with respect to actions taken based on this advice.

Terms of Service - Student Messaging

Our Services may offer the ability for End Users to communicate with school staff, parents and other users. Where we do so, in addition to terms set out in our Privacy Policy, these conditions apply.

You acknowledge and agree that:

We do not moderate messages

Our messaging service does not moderate content in our messaging services. We are not responsible in any way for the content submitted by the End Users. If you use our Safeguarding Services then we may capture and flag messages for escalation.

We store messaging for the account owner

We will capture, store and share message content in accordance with our Privacy Policy and the relevant contractual terms with the relevant account holder. For example if the messaging service is provided to our school client then handling of messages is governed by that relationship and not the parent/child relationship.

Terms of Service - Filter

Our Services include features which allow implementation of acceptable use policies for students using school devices, networks or services. These include:

- Applying web filtering for personal and school owned devices;
- Reporting on user activity including internet search, internet browsing and app usage
- Flagging internet activity considered risky or inappropriate

If you have subscribed for such features then these terms apply.

You can configure when you want to apply filter

Our services allow configuration of when you would like filtering to apply for example you may wish to disable filtering or reporting after school hours. This may be necessary for you to ensure compliance with relevant legal restrictions or school policy. As set out in our Agreement, you are solely required to ensure you are compliant with any applicable legal or policy obligations in.

We make no promises with respect to filtering

Filtering is inherently challenging and whilst we will apply reasonable efforts, we make no promises with respect to the proper categorization, application of filtering policy, reporting of activity, flagging of risky activity or the timeframes for delivering reports or alerts.

Filtering relating to sensitive data

As a matter of policy sensitive data (such as relating to an individual's health, sexuality, religion & politics) is not relevant to filtering however categorization of internet activity may be adjacent to sensitive data. For example sexual content and sexuality.

You are responsible for your personnel

You are responsible for ensuring persons with access to configure filtering rules and accessing filtering data are properly trained and supported. This includes ensuring that such personnel do not inappropriately deal with, act upon or share data or sensitive data.

You are responsible for reporting and Sharing flagged activity

If you report or share information we provide to you then you do so at your own risk; we take no responsibility for you doing so and you indemnify us in accordance with our Agreement.

Terms of Service - Safeguarding

Our Services include features which allow behavioural monitoring, incident management and mandatory reporting. These include:

- Monitoring features which can log keystrokes and scan devices and End User (cloud) accounts for the purpose of protecting End Users with respect to matters such as bullying, self-harm, radicalisation etc (concerns).
- Moderation services whereby we provide human review of concerns.
- Recording features whereby we support the logging of incidents and reporting to relevant parties and authorities.
- Escalation features whereby we communicate and escalate concerns to agreed parties and within agreed timeframes.
- Reporting capabilities where incidents can be properly logged for the purpose of reporting to relevant bodies.

If you have subscribed for such features then these terms apply.

You acknowledge and agree that:

You can configure what Activity may be flagged

Our services allow configuration of types of activity that may be captured and flagged for escalation. This may be necessary for you to ensure compliance with relevant legal restrictions or school policy. As set out in our Agreement, you are solely required to ensure you are compliant with any applicable legal or policy obligations in.

We make no promises with respect to captures, moderation or escalation

Activity captures (eg data captured by key logging, screen captures, file scanning or cloud account scanning) is analysed by our technology and if applicable our human moderation team. If deemed applicable by us at our sole discretion our moderation team will escalate flagged activity to your designated personnel through agreed communications channels.

We will apply reasonable efforts however we make no promises with respect to the capture or flagging of activity or the timeframes for moderation or escalation or the delivery of communications.

We will not store child sexual material

Our captures may detect images and videos which contain child sexual material. It is our policy to not knowingly store such material or report such material to authorities. We will log case notes where such material is flagged. We will not delete such material from student devices or school services. Where possible, in the instance of cloud services, we will attempt to quarantine such material and provide restricted access to designated school personnel.

We do not use sensitive data

As a matter of policy sensitive data (such as relating to an individual's health, sexuality, religion & politics) is not relevant to safeguarding however sensitive data may be captured where adjacent to flagged activity and made available to your designated personnel.

You are responsible for your personnel

You are responsible for providing us with details of approved personnel to obtain flagged activity. You are responsible for ensuring such persons are properly trained and supported. This includes ensuring that such personnel do not inappropriately deal with, act upon or share data or sensitive data.

You are responsible for reporting and sharing flagged activity

If you report or share information we provide to you then you do so at your own risk; we take no responsibility for you doing so.

We won't share concerns with parents or students unless required or have appropriate agreements in place

Safeguarding is a service which we provide to educational institutions for whom we expect will have appropriate training to properly handle such matters. Our service is not designed to deliver alerts to lay-persons such as parents as additional interpretative guidance and contractual arrangements would likely be required.

Accordingly, the sharing safeguarding concerns to parents or students is a matter for you.

We act on your behalf

If you request us to escalate incidents and/or share data relating to incidents and associated students then we do so as your agent in accordance with our Agreement. You are responsible for ensuring your instructions to us are lawful and proper consent has been obtained.

Terms of Service - Community

Our products permit schools and parents / guardians to collaborate in online safety with features which may include:

- Schools creating accounts or inviting parents to create accounts for parents/guardians
- Schools and parent/guardians sharing data
- Schools and parent/guardians sharing policy control of devices

We call these features Community.

If you have subscribed for such features then these terms apply.

You acknowledge and agree that:

We rely on the parent & student information you provide

Our Community service allows parents to **connect** their parental control accounts with our school services. To do this we check that the parents' contact details are verified as owned by them. We also cross check these details with the student record provided by you.

Student records can be uploaded by you into our systems or you can permit our systems to sync with your student information systems. Either way we rely on the data you provide to connect accounts and share visibility & control with parents.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THE STUDENT RECORDS ARE ACCURATE.

You can permit limited sharing of student data to parents

Our services allow you to involve parents in your online safety programs through Community. If you enable Community then if parents can verify ownership of a contact method stored in your information systems they can connect their Qustodio account to the student account.

Once 'connected' parents have access to summary data on student activity as follows:

- Includes allowed categories of internet content when school policy is applying
- Excludes blocked categories, internet searches or access to videos or location data

If you don't want to provide this access to parents then you should not enable / disable the Community feature. If you enable Community then you do so at your own risk; we take no responsibility for you doing so and you indemnify us in accordance with our Agreement.

Parents can choose to not Connect accounts

Parent Qustodio accounts are not automatically linked to student accounts.. Connection of accounts must be accepted and may be removed by the parent or the school.

We provide parents with access to online safety expert advice

The Qustodio App enables parents to access advice from our Online Safety Experts. If you have subscribed to our Online Safety Hub then this is the same advice resident in the Hubs.

We will not use school data to market to students or parents

We will not use school data such as parent contact or student details to market to parents or students whatsoever. Any referral of parents to our Services, such as Qustodio , is at your sole discretion.

Parents in your community have access a free version of Qustodio

Subject to your Customer Order we will offer parents in your school community access to a limited free version of Qustodio. The features of this offering may change from time to time.

When installing Qustodio, parents must accept their terms and conditions related to the Qustodio Service. This includes matters relating to communications and privacy. Parents, with a Qustodio Service, may at their sole discretion upgrade to a paid version of Qustodio in accordance with Qustodio's standard terms and conditions.

Terms of Service - Online Education

Online Education refers to online courses provided by our in-house Online Safety Experts, staffed with professions in their areas of online safety, child development, psychology, education and public safety.

You acknowledge and agree that:

Our online safety expert advice is our Intellectual Property

Content and advice provided by our Online Safety Experts is Intellectual Property. You agree to keep such content under the strictest confidence and not share, sell or use the advice other than as specifically permitted in your Customer Agreement.

We make no promises with respect to online safety expert advice

Content and advice provided by our Cyber Experts is provided on a reasonable endeavours basis and we are not liable for any direct or indirect loss or damage whatsoever resulting from your or any other party's use of it (as further described in our Customer Terms). You agree to be prudent when dealing with the advice of our Online Safety Experts and in particular with respect to actions taken based on this advice.

We make a number of authentication methods available

When providing online education modules we create individual accounts for each registered student in our learning management system. This is so we can provide individual insights back to the student and you.

We have a number of different authentication (or sign-in) methods to cater for creating these accounts and ensuring practical methods are available for students, of all developmental levels.

When you subscribe to our Online Education Service you will choose an authentication method and accept the associated acknowledgements from those set out below.

Authentication method	Your acknowledgements
<p>Student ID and Generic Password Under this method students are created with their school ID/email addresses as their username and are provided a generic password. This may be unique to the school or class or other grouping.</p>	<p>You acknowledge that this method is designed to simply sign in by students and is open to students or others signing-in to other's accounts. While we endeavour to limit the personal information available in our learning management systems we take no responsibility for any compromise of student information.</p>

<p>Student ID and Generic Code Under this method students are created with their school ID/email addresses as their username and a password is generated by us for them using a mixture of their name and a code eg johnONA22.</p>	<p>You acknowledge that this method is designed to simply sign in by students and is open to students or others signing-in to other's accounts. While we endeavour to limit the personal information available in our learning management systems we take no responsibility for any compromise of student information.</p>
<p>Student ID and SSO Under this method we use the institution's Single-Sign-On services to sign-in students to their learning system account.</p>	<p>You acknowledge that we take no responsibility for the third party single sign on services. While we endeavour to limit the personal information available in our learning management systems we take no responsibility for any compromise of student information.</p>

Terms of Service - Special Support for Schools

We may provide free offers to you from time to time in times of need. We call these "Special Support".

When we do so, subject to the Customer Order and the Customer Terms, the following terms also apply. These terms are intended to ensure we can provide a quality service.

You acknowledge and agree that:

Special Support is not forever

We reserve the right at any time and without notice to impose restrictions on the provision of Special Support, including which clients can take-up offers and usage limits.

We reserve the right at any time but with 60 days' notice to cease providing the Special Support to you.

Special Support is provided on a as-is basis

Products and Services supplied under Special Support are provided on an as-is basis. We cannot promise to comply with our standard terms of Support.

Special Support is provided with reasonable use limits

Products and Services supplied under Special Support are subject to our reasonable use policy. Under this policy we reserve the right to limit access to the Special Support. Our standard limits are 500 students and 50 classes per school and 5,000 students and 250 classes per school group. We may exercise discretion in applying our limits and may need to change these limits at any time.

Terms of Service - Data Access & Removal

In accordance with our Privacy Policy you have rights to request the data of yours that we hold and you may request its removal.

You acknowledge and agree that:

You must make a formal request

So we can properly deliver on your request please email our privacy team at privacy@familyzone.com.

We will take reasonable steps

We will take reasonable steps to act on your request in terms of response times and what can be or should be accessed or removed. If, in our reasonable opinion, the data that is the subject of your request is not yours or not personally identifiable then we need not act on your request to that extent. We will communicate this to you.

Your data may be retained temporarily in secure backups

To ensure continuity of our Services and as permitted by data protection laws globally your data may be stored in secure backups. These backups are typically stored by use for no more than 30 days at which time your backed-up data will be purged.

END USER LICENSE AGREEMENT

Application of the EULA

This End User License Agreement applies to you if you:

- have purchased a Product from us or where you are otherwise a holder of an account with us;
- use our Software and you are legally competent to enter into this End User License Agreement with us; and/or
- Are a Customer who use the Product
- Are a Customer who appoints End Users;

In this End User License Agreement “you” means End Users or are deemed to be an End-User and Software means an executable program and/or application associated with the Products.

Your obligations in this End User License Agreement with respect to End Users is to use reasonable efforts.

Software License

Our Software is proprietary and contains material that is protected by copyright and intellectual property laws. Our Software is licensed, not sold. We and the applicable licensors retain all right, title and interest in the Software (including any upgrades, updates or any modifications thereto and/or new versions thereof), and all computer programs, related documentation in whatever form, screen displays, images and other information contained therein or related thereto, and all patents, copyrights, trademarks and all other Intellectual Property Rights and other rights with respect thereto.

Subject to the terms and conditions of the Customer Agreement and in consideration of the applicable Fees, we grant you, solely during the term of the Customer Agreement, a non-exclusive, limited, personal, royalty-free and non-transferable term license, subject to and conditioned on your compliance with the restrictions set herein, to as applicable install, access and use Software provided to you by us solely for your internal business use and in accordance with our reasonable instructions. You do not acquire any rights, express or implied, in the Software other than those specified in this Agreement.

You may not sell, distribute, sublicense, rent, lease, assign or grant any rights to the Software or use the Software except as provided under this Agreement.

You may not and agree to take reasonable efforts to ensure no copying, reproduction, creation of derivative works, reverse engineering, disassembly, decompilation or other attempt (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in, or (ii) to derive the source code of the underlying ideas, algorithms, structure or organization from the Software except to the extent required by law. You also may not in any other way alter, translate, modify or adapt the Software, nor may you export the Software.

You may not and agree to take reasonable efforts to ensure the Software is not used to upload, transmit, or transfer any data, information, materials, or content to us or any Third Party other than transmissions or transfers of information necessary for the intended use of the Software.

You may not and agree to take reasonable efforts to ensure the Software is not used for any illegal purposes.

Software License Termination

This license is only effective during the term of this Agreement. We may terminate your rights under this license at any time without notice if we reasonably believe that you have violated any terms of this Agreement.

Compatibility

Your ability to use the Software depends on the compatibility of your systems or devices. Unless otherwise agreed with us in writing, ensuring such compatibility is your responsibility.

Where Software is Purchased from Third Parties e.g. App Stores

If you or an End User associated with your account (collectively for the purpose of this clause “you”) have downloaded any our Software from a third party App Store, such as the Apple iTunes Application Store or Android Marketplace (the “App Store”), the following additional terms apply:

- Acknowledgment: Your license to use the Software is between you and us only.
- Scope of License: Your license to use the Software is non-transferable and applies only on a singular device that you own or control. Your license is subject to specific rules provided by the App Store. These are available from the App Store.
- Maintenance and Support: The App Store is not responsible for providing any maintenance or support of the Software.
- Warranty: We and not the App Store are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed by us. Notwithstanding, in the event of any failure of the Software to conform to any applicable warranty, if you make a claim against the App Store it will be limited to the maximum extent permitted by applicable law to the purchase price for the Software within the App Store and the App Store will have no other warranty obligation whatsoever with respect to the Software.
- Product Claims: We and not the App Store are responsible for addressing any claims relating to the Software or your possession and/or use of the Software including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- Intellectual Property Rights: You and we acknowledge that, in the event of any Third Party claim that the Software or your possession and use of the Software infringes that Third Party's Intellectual Property Rights, we and not the App Store will be solely responsible for the investigation, defense, settlement and discharge of any such claim.
- Legal Compliance: You warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Developer Name and Address: We are Family Zone Cyber Safety Limited ABN 33 167 509 177 of 945 Wellington St, West Perth WA 6005 AUSTRALIA. You can contact us through our website www.familyzone.com. All of your questions, complaints or claims with respect to the Software must be directed to us there.
- Third Party Beneficiary: You and we acknowledge and agree that the App Store and all related parties (including subsidiaries) are Third Party beneficiaries of this License and, upon your acceptance of the terms and conditions of this License, the App Store will have the right (and will be deemed to have accepted the right) to enforce this License against you as a Third Party beneficiary thereof.