

Service Order

Fulcrum Management Solutions Inc.
Suite E, 1990 Columbia Avenue
PO Box 2260
Rossland, BC, Canada. V0G 1Y0

Sales Rep: Shawn Heming
Phone: 2502200221
Email: shawn.heming@thoughtexchange.com

Company Information

Bill To: Azusa Unified School District
Address: 546 South Citrus Avenue, Azusa, California United States
Postal/Zip Code: 91702-0500

Billing Contact Name: Norma Carvajal-Camacho
Billing Contact Email: ncamacho@azusa.org
Billing Contact Phone: 626 858-6182

Ship To (if different than Bill To):

Address:
Postal/Zip Code:

Shipping Contact Name:
Shipping Contact Email:
Shipping Contact Phone:

Order Details

Subscription Start Date: November 2, 2022
Subscription End Date: October 31, 2023
Annual Price Increase: 5.0%

Billing Frequency: All Up-Front, Annually
Payment Terms: Net 15 Days
Currency: USD

Pricing

ThoughtExchange Services	Quantity	Amount
Small Room (Up to 5 Leaders)	1.00	\$25,200.00
	Subscription Total	\$25,200.00

Product Description can be found in Attachment 1

Standard Terms and Conditions

The services described in this order is governed by the attached Subscription Agreement.

Purchase Order Information

Is a Purchase Order (PO) required?

Please email PO to accounts.receivable@thoughtexchange.com

Purchasing Contact Name:

Purchasing Contact Email:

Is the licensee exempt from sales and use tax?

If yes, please send a tax exempt form to accounts@thoughtexchange.com

Acceptance

Please indicate your acceptance of this agreement (including the attachments) by signing below and returning this Service Order to us. By signing you represent that you are authorized to agree to this agreement on behalf of the undersigned organization.

Azusa Unified School District**Fulcrum Management Solutions Inc.**

By: _____

By: *Joe Baker* _____**Norma Carvajal-Camacho**
_____**Joe Baker**

Print Name Above

Assistant Superintendent of Educational Services
_____**VP Corporate Development**

Title

Title

Oct 19, 2022

Date

Date

ThoughtExchange® Subscription Agreement

1. PARTIES

1.1 Parties. This Agreement is between you, the legal person identified in one or more signed and dated Service Orders (as defined below) and the ThoughtExchange entity identified in such Service Order(s) (“we” or “us”).

2. AGREEMENT

2.1 Component documents. The Agreement between you and us is comprised of this Subscription Agreement document, one or more Service Orders described in Section 2.2, the Terms of Use identified in Section 2.3, and the online documents listed in Section 2.4.

2.2 Service Orders. You become a party to and bound by this Agreement by signing a Service Order. The Service Order sets forth the Scope Limitations (as defined below in Section 3.5), fees, effective date, term and other details of your subscription for the ThoughtExchange platform and related software and online services. In addition to any Scope Limitations described directly in the Service Order, the Scope Limitations may be further described by one or more referenced online descriptions or written proposals, each of which are incorporated into the Service Order. To the extent there is conflict between a term set forth in this document, an online description or a written proposal and a term set forth in one or more Service Orders, the terms of the applicable Service Order shall prevail.

2.3 Terms of Use. While this Agreement sets forth the terms under which we provide the Subscription Services (as defined below) to you, our customer, the use of the ThoughtExchange platform by individuals to whom you provide access to lead or participate in an Exchange is governed by our Participant and Leader Terms of Use (the “Terms of Use”). The Terms of Use provide protections for Participants, prevents abuse of the platform by Participants and Exchange Leaders and limits our liability and yours to Participants and Exchange Leaders.

We intend for this Agreement, and not the Terms of Use, to govern the relationship between us. Accordingly, if there is conflict between a term set forth in this Agreement and a term set forth in the Terms of Use:

- a. the term contained in this Agreement takes precedence as between us, and
- b. the term set forth in the Terms of Use takes precedence for Exchange Leaders and Participants.

Our current form of Terms of Use can be found at <https://www.thoughtexchange.com/participant-leader-terms-of-use/>. We may change our Terms of Use from time to time, and we will notify you as early as is commercially reasonable of any upcoming change. No such change will have the effect of changing this Agreement.

2.4 Other documents incorporated by reference. Also incorporated by reference into the Agreement between you and us are the following:

- a. [Privacy Statement](#)

The above documents, as incorporated into our Agreement, are legally binding and should be carefully reviewed. We may change these from time to time, and we will notify you as early as is commercially reasonable of any upcoming change. No such change will have the effect of changing this Agreement. To the extent there is conflict between a term set forth in this document and a term set forth in one of the documents listed above, the terms of this document shall prevail.

3. SERVICES

3.1 Access is online only. We market and sell subscriptions to various online services offered as part of the cloud-based platform called ThoughtExchange (collectively, the “Subscription Services”). **You acknowledge that access to the Subscription Services is through a remote internet browser, and your access to the Subscription Services does not include the transfer of or license to any of our software or other intellectual property.**

3.2 Exchanges are limited to internal use. The Subscription Services allow users to engage with others in scaled, structured online discussions called “Exchanges.” Unless you have entered into a separate Sales Partner Agreement or as otherwise agreed in writing, you may create and launch Exchanges solely for internal business purposes. You may not launch and run Exchanges on behalf of entities who are not party to this Agreement, including clients, members, or other entities, even if closely associated with your business or organization.

3.3 Leaders and other roles. Each Exchange is created by an “Exchange Leader”. A “Participant” is any other person who participates in the Exchange. In addition, the Subscription Services may include administrative and other roles for managing Exchange Leaders and Exchanges. The number of individual permitted Exchange Leaders and the number of individuals permitted to perform other roles are specified in each Service Order. You can change the individuals having access at any time during your subscription.

3.4 Authorized users. Other than for Exchange participation, access to and use of the Subscription Services is limited to “Authorized Users.” An Authorized User is an individual (a) who is your employee or consultant; and (b) who is identified for purposes of access by a unique email address issued by you. We will provide each Authorized User a unique login based on that email address. You are responsible for ensuring that each of your Authorized Users complies with this Agreement.

3.5 Scope limitations. Your rights to use the Subscription Services are subject to any scope and usage limitations set forth in the applicable Service Order, which may include, without limitation, limits on the number of users, use solely by an internal department, team or other division within your organization, or administrative, management or other service features (collectively, the “Scope Limitations”). You agree to use the Subscription Services within the Scope Limitations.

4. RELATED INTELLECTUAL PROPERTY AND RESERVATION OF RIGHTS

4.1 Installable Software. From time to time we may offer installable software components such user interface plug-ins or data exchange programmatic interfaces (“Installable Software”). Should we give you access to Installable Software in connection with the Subscription Services (and not under a separate license agreement), then as to such we grant to you a limited, worldwide, non-exclusive, non-transferable right during the term of the applicable Service Order to install the Installed Software on your computer network, systems or other devices for use solely to facilitate your authorized use of the Subscription Services. Your rights to use the Installable Software are subject to any Scope Limitations set forth in the applicable Service Order. Except as may be expressly permitted by applicable law, you will not: (a) sell, rent, lease, license, sublicense or distribute the Installable Software; or (b) copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Installable Software.

4.2 Rights reserved. Subject to the limited access granted under this Agreement, we reserve all intellectual property rights, including rights in the ThoughtExchange platform and brand, the Subscription Services and the Installable Software, including all patent, copyright, trade secret, trademark and other proprietary rights.

4.3 Feedback. You, your Exchange Leaders and other authorized users, and your Participants may, on an entirely voluntary basis, submit feedback, user community contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the operations, functionality, or features of the Subscription Services or other products or services (collectively, “Feedback”). You grant us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, incorporate into the Subscription Services, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction.

5. SUBSCRIPTION PERIOD

5.1 Term and renewal. The initial term of your subscription to the Subscription Services will be as agreed in your Service Order. At the end of the initial term, your subscription will automatically renew for additional twelve (12) month periods unless you notify us in writing at least sixty (60) days prior to the end of the then-current term, that you do not wish to renew.

5.2 Cancellation or downgrade. You may cancel or downgrade your subscription at any time by providing us with written notice. If you cancel (or downgrade) your subscription, you must continue to pay for the rest of your current subscription term and you will not receive a refund of any subscription fees already paid.

5.3 Violation of agreement or law. We may terminate or suspend your access to the Subscription Services if you violate this Agreement or any law, including without limitation those identified in Section 11 below. If we terminate your access because you violated this Agreement or law, you will not receive a refund.

5.4 Discontinued services. We may also terminate your subscription if we discontinue the Subscription Services. We will do our best to notify you in advance of any suspension or termination; however, there may be some cases where we need to suspend access immediately to comply with law or prevent harm to others. If we terminate your access to the Subscription Services other than for reasons specified above in Section 5.3, we will refund you for any Subscription Services not received.

5.5 No access following termination. Cancellation, termination or failure to renew your subscription will result in suspension of your access to the Subscription Services at the time of cancellation or termination or at the end of your paid term, as applicable.

6. FEES AND PAYMENT

6.1 Fees. The fees for your Subscription Services (together with all applicable taxes, duties and levies or similar assessments) are payable in advance, either annually or in accordance with any different billing frequency stated in the applicable Service Order.

6.2 Renewals. All renewal terms are subject to a five percent (5%) price increase above the pricing that applied to the prior subscription term. Unless we agree otherwise in the applicable Service Order, the renewal of any promotional priced subscriptions will be at our standard price in effect at the time of renewal.

6.3 Non-refundable and non-divisible commitment. Fees are non-refundable and based on Subscription Services purchased, not actual usage. The initial term specified in a Service Order is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on purchase of the Subscription Services in in the specified quantity and configuration for the entire initial term (or applicable renewal term).

6.4 Invoices and purchase orders. Unless we agree otherwise in the applicable Service Order, we will invoice you for your subscription fees at the beginning of each annual term. All invoiced fees are due net 30 days from the invoice date. If you issue us a purchase order for your subscription to the Subscription Services, the purchase order must be for the full amount of the subscription fees shown on your Service Order. You agree that any purchase order is for your internal convenience only, and any purported contractual terms will have no force or affect with respect to this Agreement.

6.5 Taxes. The fees stated in a Service Order do not include local, state, federal, or foreign taxes or other governmental charges resulting from this Agreement or any Service Order. You are responsible for paying all such taxes, excluding taxes on our net income or property.

7. CONTENT AND SECURITY

7.1 Content. As between us, you own and shall retain all right, title and interest in and to all information collected, entered, created or otherwise provided by you, your Exchange Leaders or your Participants in the course of using the Subscription Services ("Content"). We will obtain and process your Content solely to perform our obligations under this Agreement. Content shall constitute your Confidential Information under Section 8 of this Agreement. You are responsible for the accuracy, quality, content, availability, appropriateness, and legality of Content, including how Content is acquired and shared by you, your Exchange Leaders and your Participants outside of the Subscription Services. You are responsible for the proper disclosure to and receipt of all required consents from each individual to transfer any personal information to us and to allow us to use, disclose and otherwise process such information for the purpose of providing the Subscription Services.

7.2 Prohibited Content. You will not, and you will ensure that your Exchange Leaders and Participants do not, upload any Prohibited Content to, or otherwise provide any Prohibited Content for processing by, the Subscription Services. You acknowledge and agree that, notwithstanding anything to the contrary, we will have no liability with respect to Prohibited Content. "Prohibited Content" means an individual's (a) financial account or payment card information; (b) patient, medical or other protected health information; (c) social security, national identity, or similar personal identifiers; (d) "special categories of personal data" as defined under the General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR); (e) any other sensitive personal data as such term (or a similar term) is defined under applicable privacy or data protection laws; and (f) any data that you do not have the legal right to transfer to us.

7.3 Aggregated and Anonymous Data. Notwithstanding Section 7.1, you acknowledge that we may collect aggregated and anonymous data from the Subscription Services to improve our products and services, and to track certain aspects of our services, including without limitation, availability capacity, performance, and response times. We will ensure that none of the information we gather identifies, or could be used to identify you, your Exchange Leaders or your Participants.

7.4 Security. We implement and maintain reasonable administrative, physical, and technical safeguards intended to protect against the unauthorized access, use, disclosure, alteration, or destruction of your Content. However, since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information that you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. To learn more, please visit <https://thoughtexchange.com/security/>.

7.5 Data Processing Agreement. If your use of the Subscription Services involves processing personal data pursuant to the GDPR and/or transferring personal data outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, the terms of the [Data Processing Addendum](#) shall apply to such personal data and be incorporated into this Agreement by reference.

8. CONFIDENTIALITY

8.1 Obligation of Confidence During the performance of this Agreement, each party may receive Confidential Information from the other. Each party will treat Confidential Information as confidential and protect it from disclosure as it would its own information of a similar nature. Neither party will disclose confidential information other than to those of its employees or agents who need to know such information for performance of each party's rights and obligations under this Agreement. Neither party will use Confidential Information for any purpose beyond the performance of its rights and obligations under this Agreement without the prior written consent of the other party. All Confidential Information shall remain the property of the disclosing party, and each party will return or destroy any tangible materials containing such Confidential Information upon request of the other party.

8.2 Identification of Confidential Information. The parties hereby agree that, for purposes of this Agreement, "Confidential Information" shall mean all information marked as confidential or proprietary, or received under circumstances reasonably interpreted as imposing an obligation of confidentiality. It includes, but is not limited to, trade secrets and business matters as research and development, the identity and profiles of customers and suppliers, and sales and marketing plans and information. Confidential Information does not lose its status as Confidential Information merely because it was known by a limited number of persons or entities or because it was not entirely originated by either party.

8.3 Exclusions. The obligations of confidentiality and protection imposed by this paragraph shall not apply, or shall cease to apply, to any information that: (1) was lawfully known by either party prior to its receipt hereunder; (2) is or becomes publicly available without breach of this Agreement; (3) is lawfully received by either party from a third party who does not have an obligation of confidentiality to either party; or (4) is developed independently by employees of either party without reference to or use of Confidential Information.

8.4 Disclosure in Accordance with Law. A party may disclose Confidential Information to the extent required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that such party, to the extent legally permissible, furnishes prior written notice of such disclosure and reasonably cooperates with the other party, in any effort to seek a protective order or other protection of the Confidential Information.

8.5 Agreement Confidential. Except as otherwise required by law, all terms of this Agreement are confidential between us, and, with the exception of our respective advisors and other agents having an obligation of confidentiality, are not to be discussed with anyone outside of our respective organizations.

9. WARRANTY AND LIMITATION OF LIABILITY

9.1 Limited Warranty. Because the technologies underlying Subscription Services such as ThoughtExchange are inherently complex, we cannot warrant that the Subscription Services will be entirely error-free or will operate without interruption. We warrant that the Subscription Services will not infringe the intellectual property rights of any third party and that during your Subscription Period the Subscription Services will be free from significant defects. Our sole responsibilities in the event of an error or defect in the operation of the Subscription Services are:

- a. to use reasonable efforts to correct significant defects without charge; or
- b. to refund a portion of the subscription price, pro-rated from the time such defects are first brought to our attention, and terminate your subscription.

9.2 Advice. All advice provided by us is "as-is" and reflects our best judgment based on the information available to us at the time. You are solely responsible for the consequences of acting on our advice.

9.3 Limitation of Liability; Damages. EXCEPT FOR THE INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING OUR LIABILITY.

10. INDEMNIFICATION

10.1 Obligation to Indemnify. You and we each agree to defend, indemnify and hold the other harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon,

incurred by or asserted against one of us that are finally determined to result from the other's material breach of any provision of this Agreement or its failure to meet its obligations to or perform any acts required under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

10.2 Defense and Settlement. If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under this Agreement, then the party liable for indemnification shall notify the party entitled to indemnification of the full details to the extent then known. The party entitled to indemnification shall be entitled at its own expense to employ counsel to defend such demand, claim or suit or to participate in the defense of such asserted demand, claim or suit. Any proposed settlement of any such demand, claim or suit must be approved by both of us. We agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

11. REGULATORY MATTERS

11.1 General Compliance with Laws. You agree to comply with all applicable federal, state and local laws, rules, regulations and executive orders as it pertains to this Agreement. You agree to obtain and maintain all permits, licenses, or certificates required by any regulatory body for resale or use of the Subscription Services.

11.2 U.S. Government Customers. Any Subscription Service or modification or derivative thereof and related documentation and technical information which we or you distribute or license to or on behalf of a U.S. Government, are Commercial Items, as that term is defined at 48 C.F.R. §2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the U.S. Government (a) only as Commercial Items, (b) not as military or defense articles as defined in the International Traffic in Arms Regulations, 22 C.F.R Parts 120-130 or Export Administration Regulations, 15 C.F.R. Parts 700-799), and (c) with only those rights as are granted to all other customers of the sales partner program pursuant to this Agreement. Unpublished rights are reserved under the copyright laws of the United States.

11.3 Export Compliance. The Subscription Services and Installable Software may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any government denied-party list. You further represent that you are not located, and will not access or use, or permit any Authorized User to access or use, any of our technology in any U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria or Crimea), or access or use any of our technology in violation of any applicable U.S., local or foreign export laws or regulations.

11.4 Anti-Corruption. You represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you must promptly notify our Legal Department at legal@thoughtexchange.com.

11.5 General Privacy Laws. You agree to comply with all applicable provincial, state and federal data privacy and security laws and regulations, including without limitation (as applicable) the GDPR, California Consumer Protection Act and the Personal Information Protection and Electronic Documents Act as they may relate to this Agreement. In addition, you agree to provide us with such assistance as we may reasonably require to fulfill our responsibilities under such privacy and security laws.

11.6 Privacy of Students and Minors. You agree to comply with all applicable provincial, state and federal data privacy and security laws and regulations governing students and other minors, including without limitation (as applicable) the Personal Information Protection and Electronic Documents Act, Federal Educational and Privacy Rights Act at 12 U.S.C. 1232g, Children's Online Privacy Protection Act, New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education and 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (as they may relate to this Agreement. In addition, you agree to provide us with such assistance as we may reasonably require to meet our responsibilities under such privacy and security laws. If you are a U.S. School District or other regulated education institution, by entering into this Agreement, you represent, warrant and agree that:

- a. You have hired us to perform a service for which the district would otherwise use its own employees.
- b. You have previously provided us with an accurate copy of your most recent annual notification of Federal Educational and Privacy Rights Act (FERPA) at 12 U.S.C. 1232g rights.
- c. You are not hiring us to create Exchanges other than for the exclusive purpose of developing, evaluating or providing education products or services for students or schools.
- d. If you ask us to collect information governed by the Children's Online Privacy Protection Act (COPPA), that you are validly exercising consent on behalf of the parents of every student for which information is provided.

12. GENERAL

12.1 Publicity. We may use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement and any Service Order or as otherwise expressly authorized in this Agreement or a Service Order. With your prior written consent we may use your name and trademark as a reference for marketing and promotional purposes on our website and in other communications with our existing and prospective customers. If you subsequently do not want to be listed as reference for the Subscription Services, you may send an email to legal@thoughtexchange.com stating that you do not wish to be identified as a reference.

12.2 Insurance. Each party, at its sole cost and expense, will maintain during the term of this Agreement insurance in the type and amount required by law and consistent with standard industry practices based on its business and the scope of this Agreement. Upon written request of a party, the other party will provide a certificate of insurance evidencing its insurance coverage.

12.3 Entire Agreement. This Agreement constitutes the entire agreement between us and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement. The rights and obligations under Sections 4 through 12 shall survive termination of this Agreement.

12.4 Relationship of the Parties. In providing Subscription Services to you, our relationship to you is that of an independent contractor. It is not the intent of either party to create a relation of employment, partnership, agency or joint venture. Except as specifically set forth in the applicable Service Order, we will bear all expenses incurred in connection with the Subscription Services.

12.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington if you are a U.S. resident and if you are a Canadian or other non-U.S. resident, in accordance with the law of the Province of British Columbia, without reference to any conflict-of-laws principles. If you are a U.S. resident, you irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. If you are a Canadian or other non-U.S. resident, you irrevocably submit to the personal jurisdiction of the courts of the Province of British Columbia for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

12.6 Severability. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties' original intentions and the remainder of the provisions shall remain in full force and effect.

12.7 Waiver and Modifications; Assignment. Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent. This Agreement inures to the benefit of and is binding on our respective successors and assigns.

ThoughtExchange® Services – Attachment 1

ThoughtExchange

ThoughtExchange is a hosted Software-as-a-Service platform. ThoughtExchange allows Exchange Leaders to engage with Participants in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an “Exchange Leader” designated by you, our customer. A “Participant” is any other person who participates in the Exchange.

Exchange Leaders and Participants can access ThoughtExchange via most popular web browsers on standard desktop and mobile platforms (see <https://get.thoughtexchange.help/hc/en-us/articles/226950227-Supported-browsers-and-devices> for a list of supported platforms).

Room Subscription

ThoughtExchange Rooms are virtual environments allowing Exchange Leaders to launch Exchanges to engage participants in meaningful conversations about decisions impacting them.

You have purchased one or more Room Subscriptions. A Room allows the number of Exchange Leaders (specified on the cover page) to create unlimited Exchanges, any of which can be active at the same time. Rooms are collaborative environments. Exchange Leaders who have access to a given Room are able to access and work with all Exchanges created in the Room.

Core Features and Services

Exchange Leaders: Each holder of an Exchange Leader account can create their own Exchanges and have access to special ThoughtExchange features.

Unlimited Participants per Exchange: Exchanges have no limit on the number of participants, although Exchanges including more than a few thousand participants we recommend contacting our customer support team.

Unlimited Exchanges: An Exchange Leader can create an unlimited number of Exchanges.

Unlimited Report Creation: Create an unlimited number of printable, downloadable, or web-based reports.

Multilingual: The ThoughtExchange user interface runs natively in either English, French, or Spanish. Exchanges can be created where Participants can participate in the same Exchange in any language that Google Translate supports.

Analytics and Data Visualization: You have access to analytics and data visualization that is automatically generated by the software. This includes our presentation mode functions and AI-generated theming technology.

Phone, Chat, and Email Support: These are available to you during regular working hours.

Access to Customer Success: Ensures your Exchange Leaders get the training, support, and access to resources in order to run successful Exchanges.

Access to Events and Resources: Engage with your peers, learn from industry leaders, and identify new ideas to better engage with your community and organization.

Administrative Controls: Increased security controls to provide maximum protection. Adjust Room names, registration requirements, set domain restrictions, and add/remove Exchange Leaders.

Machine Moderation: Access to our machine moderation technology which can review thoughts that appear toxic, or that name people explicitly, before they are shared in the Exchange. This allows Exchange Leaders additional security and an opportunity to keep the Exchange a safe space.

Survey Questions: Up to 10 survey-style (multiple choice) questions, allowing for additional filtering of your Exchange data for deeper analysis.

Custom Logo: Add your logo on your exchanges and Summary Reports.

Participant Grouping: Create custom participant groups within a single exchange to keep participant thoughts and ratings contained and be able to compare trends between groups.