

LANSCHOOL AIR TERMS OF SERVICE

These Terms are subject to change without notice unless prohibited by local law.
Effective Date: September 8, 2023

ATTENTION: READ CAREFULLY BEFORE USE OF THE LANSCHOOL AIR SERVICE.
THIS AGREEMENT GOVERNS YOUR SUBSCRIPTION TO, AND USE OF, THE LANSCHOOL AIR SERVICE.

BY ACCEPTING THESE LANSCHOOL AIR TERMS OF SERVICE (“TERMS OF SERVICE”), EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THESE TERMS OF SERVICE, YOU AGREE TO THE TERMS OF SERVICE AND THE AGREEMENT AS DEFINED BELOW. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE AND AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT USE THE SERVICES.

The LanSchool Air Terms of Service apply to the Stoneware LanSchool Air service (“LanSchool Air”), which is developed by Stoneware, Inc. (“Stoneware” “we” or “us”), and is to be used as a web-based service by Stoneware customers, subscribers and other authorized users. These Terms of Service, along with the LanSchool Air Privacy Statement (found at <https://lenovosoftware.com/legal/lanschool/>) form the entire legal agreement between you and Stoneware, governing your use of LanSchool Air (collectively “Agreement”). Your use of LanSchool Air constitutes your consent to all of the terms of this Agreement.

1. Ownership and License.

As between you and Stoneware, you own:

- Any computer hardware, including, but not limited to, computers, tablets, smartphones, that you use to access and use LanSchool Air.
- User-generated content like photos, music, videos, and third-party applications you may install on your hardware.

As between you and Stoneware, we own:

- Applications, software, and services, such as LanSchool Air, that we have developed and made available for your use.
- Websites you may use to access LanSchool Air and all content published on them.
- The names “Stoneware” and any other logos, names, and other marks used to identify Stoneware LanSchool Air.

LanSchool Air and other Stoneware software applications and services are protected by United States and international laws and treaties protecting patents, trademarks, copyrights, and other intellectual property. Subject to applicable laws and the rights granted to you under this Agreement, LanSchool Air consists of Stoneware’s proprietary information. This Agreement gives you no rights other than those stated in its terms. Your license to use LanSchool Air will automatically terminate if you use LanSchool Air in any manner that violates this Agreement, any applicable law, or any rights of Stoneware. We reserve the right to use any lawful means to prevent unauthorized use of LanSchool Air, such as technological barriers, IP mapping, and contacting your Internet Service Provider or wireless carrier.

Except as described in this Agreement you do not own LanSchool Air, but only have a limited, non-exclusive, revocable license to use LanSchool Air as permitted by this Agreement.

The U.S. Government acknowledges Stoneware’s representation that LanSchool Air and its documentation were developed at private expense and is not in the public domain and that the software components of LanSchool Air are Restricted Computer Software as the term is defined in Clause 52.227-19(FAR) and is Commercial Computer Software as that term is defined in Subpart 227-471 (DFARS).

Where applicable, use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights of Technical Data and Computer Software clause as DFARS 252.227-7013. Contractor/manufacturer is Stoneware, Inc. at 3400 E Coliseum Blvd, #310, Fort Wayne, IN 46805.

2. Changes to Stoneware LanSchool Air.

We may update, modify, enhance, suspend, or cease making available LanSchool Air at any time including, without limitation, automatically delivering new versions or features to your Stoneware products, applications, software and services when they become available and removing them from application stores at our sole discretion. Where LanSchool Air depends on interaction with Stoneware operated online services, we may also disable functionality of such an experience at any time and for any reason.

3. Prohibited Uses.

You may use LanSchool Air provided to you under the terms of this Agreement solely as provided to you and without modification. You may not use, or encourage, promote, facilitate or instruct others to use LanSchool Air for any illegal, harmful, or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them.

Prohibited uses of LanSchool Air included, but are not limited to:

- Use in any way that violates copyright or any other applicable law.
- For any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- For harmful or fraudulent activities. Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- To provide content that infringes or misappropriates the intellectual property or proprietary rights of others.
- To provide content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- To violate the security or integrity of any network, computer, communications system, software application, or network or computing device.
- To create any information or content that contains computer viruses or any other computer code, files or programs designed to destroy, interfere, overload, interrupt or otherwise limit the functionality of any computer software, computer hardware or other equipment.
- In a manner that could damage, disable, overburden, disrupt or impair the service or any Stoneware owned network or system.
- To interfere with anyone else's ability to lawfully access and use LanSchool Air to access any communications, content, or other information to which you do not have rights.
- To modify LanSchool Air (electronically or otherwise) on your computers or mobile devices, or make any copies, adaptations, derivative works, transcriptions, or merge any portion thereof, except as may be installed by their automated installation functions.
- To decompile, disassemble, decrypt, reverse engineer, translate, or otherwise attempt to derive the source code of LanSchool Air or otherwise alter LanSchool Air.
- Without permission, including attempting to probe, scan, or test the vulnerability of LanSchool Air or to breach any security or authentication measures.
- Use of LanSchool Air to provide services to third parties.
- Transfer or resell any of the rights granted to you by these Terms of Service.

If you become aware of any violation of prohibited uses set forth in this Section 3, you will immediately notify Stoneware and provide Stoneware with assistance, as requested, to stop or remedy the violation.

Stoneware reserves the right, but does not assume the obligation, to investigate any violation of the prohibited uses or misuse of LanSchool Air. Stoneware may: 1) investigate violations of the prohibited uses provided herein; or 2) remove, disable access to, or modify any content or resource that violates this Agreement. Stoneware may report any activity that it suspects violates any law or regulation to the appropriate law enforcement authorities. Stoneware's reporting may include disclosing appropriate customer information. Stoneware may also cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to the alleged violations.

4. Responsibility for Use.

You are responsible for your own use of LanSchool Air and all information that you associate with it. To the fullest extent permitted by law, we expressly disclaim all responsibility for and all warranties (express, written or implied) related to the accuracy, completeness, safety, reliability, or lawfulness of LanSchool Air. By using LanSchool Air, you acknowledge that your use of LanSchool Air is at your own risk.

5. Privacy and Security.

These Terms of Service incorporate the terms of the LanSchool Privacy Statement, which is located at <https://lenovosoftware.com/legal/lanschool/>. In addition, use of LanSchool Air is governed by the terms of the applicable Data Protection Agreement or similar privacy and security agreement in place between you and Stoneware.

It is your obligation to adopt and implement, and maintain for as long as this Agreement is in effect, appropriate and industry-standard technical and organizational measures to protect data against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities.

6. Free Trial Period.

If you are using LanSchool Air as part of a no-cost trial ("Free Trial"), the length of your Free Trial is not guaranteed for any period of time. In the event that you are using LanSchool Air as a Free Trial, your Free Trial ends at the earlier of a) the time specified by Stoneware in association with the Free Trial, b) the time your paid subscription begins, as initiated by your submitting a purchase order for the product, or c) at any time in Stoneware's sole discretion, subject to applicable law.

7. Disclaimer of Warranties and Limitations on Liability.

Stoneware is not responsible for (i) delays in delivery or use of LanSchool Air or in providing support services, no matter who caused the delay; (ii) damages from, or performance prevented by, any cause not within our reasonable control, or for losses resulting from negligence, intentional wrongdoing or other actions or omissions of you or your employees or agents; or (iii) damages from our access, use, transmission or sublicensing, whether directly or indirectly, of your data, the loss of data, or the re-input of lost data for any reason, including failure of LanSchool Air or support services. It is your responsibility to back-up your data on a daily basis and to provide off-site back-up storage.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR A SEPARATE WARRANTY AGREEMENT, WE PROVIDE LANSCHOOL AIR "AS-IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WE ALSO, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, WRITTEN OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A

PARTICULAR PURPOSE; UNINTERRUPTED OPERATION WITHOUT ERROR; FREE OF HARMFUL COMPONENTS; ANY CONTENT, INCLUDING YOUR CONTENT OR THIRD PARTY CONTENT WILL BE SECURE AND NOT OTHERWISE LOST OR DAMAGED; AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY STONEWARE AND ITS AFFILIATES, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERMITTED BY YOUR JURISDICTION OR, IN THE ABSENCE OF A LEGAL MINIMUM, NINETY (90) DAYS FROM THE DATE OF DELIVERY OF LANSCHOOL AIR OR MINIMUM PERMITTED BY YOUR JURISDICTION. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

YOUR USE OF LANSCHOOL AIR DOES NOT, IN ANY WAY WHATSOEVER, EXTEND ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES THAT APPLY TO STONEWARE PRODUCTS.

By using LanSchool Air, you agree that, to the extent permitted by law, we will have no liability for any special, indirect, or consequential damages that you may sustain from your use of LanSchool Air, whether due to loss of data or profits, negligence, breach of contract, or otherwise. The total aggregate liability of Stoneware, its affiliates and suppliers shall be limited to the amounts paid or payable by you to Stoneware for use of LanSchool Air under this Agreement in the six (6) month period prior to the date when the cause of action arose. This limitation applies under contract, tort, strict liability, or any other legal theory.

To the extent permitted by law, you assume all risks concerning the suitability and accuracy of the information that you send or receive using LanSchool Air. LanSchool Air may contain technical inaccuracies or typographical errors. We assume no responsibility for any such inaccuracies, errors, or omissions associated with LanSchool Air.

LanSchool Air does not guarantee or monitor your health, safety, or security. We make no claim that LanSchool Air will work effectively in case of an emergency. LanSchool Air is not a replacement for any current emergency, automated emergency or other emergency system, hardware or software and are not intended to diagnose or treat any specific medical condition. LanSchool Air is not fault-tolerant and is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance where a failure of LanSchool Air could lead directly or indirectly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). You agree that we will not be responsible for any injury, environmental damage, or property damage arising out of your use of LanSchool Air in High Risk Activities.

Stoneware will not be responsible for the actions of any individual or any accident that results while using or attempting to use LanSchool Air. FAILURE OF LANSCHOOL AIR DOES NOT CONSTITUTE AN OPPORTUNITY TO HOLD STONEWARE OR ITS AFFILIATES LIABLE FOR ANY DAMAGES. YOU AND YOU ALONE ARE RESPONSIBLE FOR THE CONSEQUENCES OF USING LANSCHOOL AIR.

8. Indemnity. You agree to indemnify, defend, and hold harmless Stoneware and its affiliates, officers, agents, co-branders, partners, and employees from any third party claim or demand (including but not limited to damages, litigation costs, and reasonable attorney's fees) that

relates to your use of LanSchool Air or your violation of this Agreement. We reserve the right to assume the exclusive defense and control of any dispute in which you must indemnify us, and you agree to cooperate with our defense and settlement of these claims. We will use reasonable efforts to notify you of any such disputes once we become aware of them.

9. Term and Termination. The term of this Agreement begins on the date Stoneware receives your order for LanSchool Air and shall continue in full force and effect for a period of one (1) year thereafter, unless terminated earlier in accordance with the terms of this Agreement. We reserve the right to: (1) limit or terminate your use of LanSchool Air at any time if we determine in good faith concern that such use a) violates an applicable law or these Terms of Service; or b) may subject Stoneware and its affiliates to liability; and (2) inform law enforcement of any illegal activity or material relating to use of LanSchool Air and provide law enforcement officials with all requested information we may have, including but not limited to the name, phone number, and email addresses of any user account suspected of illegal activity. Any terms of this Agreement, which by their nature survive the expiration or termination of this Agreement, including but not limited to Limitations on Liability and Indemnity, shall survive the expiration or termination of this Agreement.

10. Trademarks. STONEWARE is a registered trademark of Stoneware, Inc. All other product or service names are the property of their respective owners. You may not alter, obscure, or render unclear any trademark, logo, or other notice that indicates the rights of Stoneware or our licensors and suppliers, whether built into LanSchool Air, printed on packaging or promotional material, published online, or otherwise.

11. Notices. We may be required by state, federal, or provincial law to notify you of certain events. In addition, we may need to notify you from time to time regarding changes to this Agreement or LanSchool Air. Such notices will be effective upon our posting them to our website, your installation or use of any updates to LanSchool Air, or our delivery of a notice to you by email, postal mail, or other means as required by law. If you do not provide us with accurate information to contact you, we will not be held liable if we fail to notify you.

You consent to receiving any notices regarding the Agreement or any notice required by law, including notice of a breach of security involving your personally identifiable information, through an email message or other electronic communication.

Any notices that we send to you by email will be sent to the email address you provided when you registered for an account or any email address in your profile.

12. General information. This Agreement supersedes any prior agreements between you and Stoneware relating to your use of LanSchool Air with respect to its Software as a Services application. Any prior purchase you or your organization may have previously made of any other Stoneware product, including, but not limited to any on-premises LanSchool product, in no way includes or entitles you to use LanSchool Air.

By using LanSchool Air, you agree that the statutes and laws of the State of Indiana, without regard to any principles of conflicts of law, will apply to all matters relating to your use of LanSchool Air. You also agree that any litigation will be subject to the exclusive jurisdiction of the state courts of Indiana. You consent to the personal jurisdiction of those courts. Our failure to exercise or enforce any right or provision of this Agreement does not waive our right to exercise or enforce our rights in the future. If any court finds a provision of these terms and conditions to be invalid, then you agree that the court should endeavor to give effect to the intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.