



# Subscription Agreement

Date: 07/1/2020

**Prepared For:**

Company: Rancho Santiago Community College District on behalf of Santa Ana College  
 Name: Steffens John  
 Email: steffens\_john@sac.edu  
 Phone: 714.564.6978

**Prepared By:**

Regroup Mass Notification- Accounts Receivable  
 Prepared by: Maria Figueroa  
 Email: ar@regroup.com  
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**Contract Term:** 2 years, paid in full

**Full Time Enrollment:** 19,500  
**Non-enrolled headcount:** 10,000

## A. Product and Pricing Summary

Product	Fee Type	Sale Price	Term	Total Price
<b>Regroup Annual Subscription</b> Unlimited messaging via landline, email, cell (voice and sms/txt). social media, RSS. Unlimited: support, training, templates and group creation.	Annual	\$27,764.50	2	\$55,529.00
<b>Database Integration - .csv Import</b>	Annual	\$0.00	2	\$0.00
<b>Custom Field User Import Tool</b> Clients are able to create an unlimited amount of custom fields and fill in those fields during user import or through the web interface.	Annual	\$0.00	2	\$0.00
<b>Portal Integration</b> Iframe embed and login access	Annual	\$0.00	2	\$0.00
<b>Post Auto Translation</b>	Annual	\$0.00	2	\$0.00
<b>SARS Integration &lt; 15k FTE (or if only a limited subset of the)</b> Automated Text from SARA, including additional Messaging API	Annual	\$0.00	2	\$0.00
<b>Single Sign On - LDAP, Active Directory (User Import/active sync)</b> Regroup's Post Auto-Translation feature allows message recipients to receive and read posts in the language of their choice.	Annual	\$0.00	2	\$0.00
<b>AlertMe</b>	Annual	\$0.00	2	\$0.00

Total Proposal: \$55,529.00

**B. Terms**

1. Initial Term: The Initial Term shall be two (2) years following the effective date.
2. Effective Date: 2020-07-01
3. Renewal: At the end of the current agreement, Regroup will provide Santa Ana College with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.
4. Terms provided in Exhibits A-D

**C. Payment Terms**

1. All initial and subsequent payments shall be due net 30 days. Unless otherwise specified, all dollars (\$) are United States currency.
2. Late payments may incur a 1.5% penalty.
3. Santa Ana College shall be invoiced for amounts due in respect to the Initial Term upon execution of this Subscription Agreement

**D. Acceptance and Authorization**

The terms and conditions of the Regroup, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer:  
Rancho Santiago Community College District  
on behalf of Santa Ana College

Accepted by: Regroup

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Peter J. Hardash

Name: Chris Utah

Title: Vice Chancellor, Business Operations/Fiscal Services

Title: COO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A: Regroup Terms of Use

Dais, Inc., a Delaware corporation, dba Regroup ("Regroup" or "we") is an information and messaging service that allows Members to search for information, create information, join groups, and message those groups through Regroup's cloud-based platform ("Regroup Platform"). The services offered by Regroup include any Regroup-branded URL (the "Website"), Regroup mobile services, Regroup messages (e-mail or otherwise), and any other features, content, applications and services offered from time to time on or through the Website or otherwise by Regroup, including without limitation the Regroup Platform (collectively, the "Services").

These Terms of Use ("Terms of Use") set forth the legally binding terms for your use of the Services. If you do not agree with these Terms of Use, your choice is not to use our Services. By using the Services, you agree to be bound by these Terms of Use, Regroup's Privacy Policy (Exhibit B), incorporated herein by reference, and the terms and conditions set forth in any Regroup registration or order form, whether you are a "Visitor" (which means that you access or use the Services but do not have a paid subscription with Regroup) or a "Member" (which means that you have a paid subscription with Regroup). The terms "User" and "you" refer to a Visitor or a Member.

Regroup may modify these Terms of Use from time to time Santa Anna College will be notified of such modification. Changes will not take effect unless agreed upon at the time of renewal.

Please choose carefully the information you post on or through the Services and that you provide to other Users. Your User Contributions may not include any form of prohibited content, as outlined below. Despite this prohibition, information, materials, products or services provided by other Members (for instance, in their profile) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Use, and Regroup assumes no responsibility or liability for this material.

Regroup reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. Regroup expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Services if Regroup determines, in its sole discretion, that you have violated these Terms of Use or pose a threat to Regroup and/or its Users.

### 1. Accessing the Services and Account Security

Regroup reserves the right to withdraw or amend the Services, in its sole discretion without notice. Regroup will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period in accordance with the Service Level Agreement (Exhibit D). From time to time, we may restrict access to some parts of the Services, or the entire Service, to Users.

You are responsible for: (a) making all arrangements necessary for you to have access to the Services; and (b) ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide to Regroup is correct, current and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any

other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for justified reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## 2. Eligibility

Use of the Services and registration for the Services ("Membership") is void where prohibited. By using the Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are of a legal age to form a binding contract with Regroup; and (d) your use of the Services does not violate any applicable law or regulation. If you do not meet all of these requirements, you must not access or use the Services. Your profile may be deleted and your Membership may be terminated without warning, if Regroup believes that you do not meet any of the foregoing requirements.

## 3. Fees

### 3.1 Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable ("Fees"). All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all Fees during your entire Membership term, whether or not the Service is actively used. You must provide Regroup payment in advance as a condition to implementation beginning. The Fee for additional licenses will be the then current, generally applicable Fee. Regroup reserves the right to modify its Fees and to introduce new charges at any time. However, Regroup may not modify its Fees for Services for which payment has already been rendered. All pricing terms are confidential, and you agree not to disclose them to any third party unless required by law.

### 3.2 Billing and Renewal

Regroup charges and collects in advance the Fees for use of the Service from the Invoice date, and on each Membership renewal, until cancellation. Regroup will automatically renew and issue an invoice to you each year on the subsequent anniversary for Memberships limited to three (3) renewals. The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Regroup's income.

You agree to provide Regroup with complete and accurate billing and contact information. This information includes your legal name, street address, e-mail address, and name and telephone number of an authorized billing contact.

Payment is due within thirty (30) days of the invoice date.

### 3.3 Overages

Regroup reserves the right to charge any applicable overage Fees if you exceed the maximum usage allowed by your plan in any given month. The per contact rate: \$1.48 per contact. For the next month, you may be automatically charged for such higher usage, or we may require that you upgrade to a new Membership (which may require you to enter into a signed agreement with Regroup). If you are on a billing cycle, you will be charged for your increased usage starting with the next cycle. With respect to total users, Regroup will charge for use in excess of 1.2x the number of total users included in your Membership. Without limiting its rights under this Agreement, Regroup will notify of usage in excess of 1.2x and give you 30 days to purge your data base of the excess users prior to invoicing for the overage. Total users is defined as the number of users equivalent to your full-time enrollment plus non-enrolled headcount specified in this agreement.

## 3.4 Additional Fees

Fees cannot be revised at any time during the term of the agreement. Revisions to fees can take place upon agreement renewal, but the District must be informed of the revised fees six (6) months prior to the expiration of the current agreement term.

If you believe your bill is incorrect, you must contact us in writing (including email) within thirty (30) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

## 3.5 Non-Payment and Suspension

In addition to any other rights granted to Regroup herein, Regroup reserves the right to suspend or terminate these Terms of Use, your Membership and your access to the Service if your account becomes delinquent. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged during any period of suspension. If you or Regroup initiates termination of these Terms of Use, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above.

## 4. Limited License

### 4.1 Regroup Platform

Subject to the terms and conditions of these Terms of Use, during the period you have a valid Membership with Regroup, Regroup grants you, and you agree to comply with, a non-sublicensable, non-transferable, non-exclusive, revocable, limited license to use the Regroup Platform and the proprietary documentation generally made available by Regroup to you on or through the Services ("Documentation"), solely for your own purposes.

### 4.2 Ownership

As between you and Regroup, Regroup owns all rights and interest to any and all patents, copyrights, moral rights, trade secrets, trademarks, service marks, publicity rights and other proprietary rights (whether or not perfected or perfectible and whether or not now known or hereafter discovered) ("Intellectual Property Rights") in and to the Services. Nothing in these Terms of Use grants you any rights whatsoever in or relating to source code. All ownership rights, title, and Intellectual Property Rights in and to the Services shall remain in Regroup and/or its licensors. Other than as expressly granted herein, Regroup does not grant you any other rights to the Services. You agree that Regroup has the right to change, modify, add to or discontinue or retire any aspect or feature of the Services at any time. Regroup will regularly release upgrades and fixes to address security vulnerabilities across all platforms. From time to time, Regroup may, but is under no obligation to, release functional upgrades, fixes or new versions of the Services, although these upgrades may not be consistent across all platforms and devices. All such upgrades, fixes or new versions shall be considered part of the Services subject to the terms of these Terms of Use, unless we provide different terms at the time of release. Any data produced by you while using the services shall and will remain your property. These ownership provisions shall survive indefinitely, beyond the term of this or any other future agreement established between you and Regroup.

### 4.3 Restrictions

You agree not to, or to allow others to: (a) adapt, alter, modify, decompile, translate, make derivative works, disassemble, or reverse engineer the Services, including without limitation, the source code and any other underlying ideas or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction or where in accordance with the API terms of service in Exhibit C); (b) copy the Services; (c) transfer, sublicense, loan, sell, lease, use for timesharing or service bureau purposes, or otherwise commercially use or exploit the Services; (d) use the Services in violation of any applicable regulation or law; (e) ship, divert, transship, transfer, export or re-export any Services or any component thereof into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce

Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency, (f) use or attempt to use the Services for competitive analysis or benchmarking of the Services, or to develop a competitive service or directly compete with the Services; (g) to store or transfer any tortious, illegal or infringing materials, (h) use or attempt to use the Services, or provide us with any data, in violation of any third-party rights of any kind, including without limitation any privacy, intellectual property, confidentiality or contractual rights, or (i) to transfer any viruses, worms, trojans or other items of a similarly destructive nature.

Both you and regroup shall use no less than industry standard security measures with respect to delivery, access and use of the Services. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, hardware, server, software, operating system, networking, communication services, web and hosted services and platforms, and any platforms, networks, services and/or websites where it distributes and runs its services and applications.

You agree to:

- use the Services for lawful purposes only;
- not use the Services in a way that prevents or inhibits another User from enjoying the Services;
- not obtain the communications protocol for accessing the Services;
- not remove, obscure or alter any notices or indications of any Intellectual Property Rights, any trade names, trademarks, service marks, logos, trade dress, and any other distinctive or proprietary symbols, labels, designs or designations ("Branding"), or any electronic notices;
- not interfere with, or attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the Service servers; and
- not to challenge or assist others to challenge our rights in the Branding, or our Intellectual Property Rights or registration or applications thereof.

You agree to promptly notify Regroup of any violation of this section, or otherwise of these Terms of Use.

## 5. Confidential Information

"Confidential Information" means: (a) the Services; (b) any Regroup business or technical information that is disclosed to you in connection with these Terms of Use, including without limitation any information relating to Regroup's plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel or research and development; and (c) All student data, pupil records or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules and regulations, or which is otherwise considered confidential and protected from disclosure by your policies and procedures Both you and Regroup will maintain all Confidential Information in strict confidence and will not disclose Confidential Information to any third party. Neither Regroup or you will use Confidential Information, except as necessary for the performance of these Terms of Use.

Both Regroup and you agree that any material breach of this section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of this section in addition to any other relief to which you or Regroup may be entitled.

## 6. Maintenance

The Services, including without limitation the Regroup Platform, and any updates, are deemed accepted by User. Regroup is not obligated to provide maintenance, technical support or updates to User for the Services outside of the Service Level Agreement (Exhibit D). Any maintenance or updates provided by Regroup, if any, shall be covered by these Terms of Use. User shall bear all costs of using the Services, including but not limited to, software design, software development, application debugging, application testing and network connectivity.

## 7. User Contributions

### 7.1 User Contributions

The Services allow Users to send notification messages, and may also contain other interactive features (collectively, "Interactive Services") that allow Users to post, submit, publish, display, send or transmit to other Users or persons (hereinafter, "post") content, materials or notifications, including without limitation emergency notifications (collectively, "User Contributions") on or through the Services.

All User Contributions must comply with the content standards set out in these Terms of Use.

All User Contributions are considered confidential and protected by all applicable Federal laws and laws of the State of California. Regroup agrees not to access user contributions without your prior written consent.

You represent and warrant that: (i) you own or control all rights in and to the User Contributions posted by you on or through the Services and have the right to grant the license granted above to Regroup and its affiliates and service providers, and each of their and our respective licensees, successors and assigns, and (ii) all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Regroup, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

Regroup is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

### 7.2 Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contribution for any justified reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Services or the public or could create liability for Regroup.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. Regroup will inform you before any of your information is released.
- Take appropriate legal action, including without limitation referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any justified reason, including without limitation any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS REGROUP AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES OR ANY OTHER THIRD PARTY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Regroup does not undertake to review any User Contribution before it is posted on the Services, and cannot ensure prompt removal of any objectionable User Contribution after it has been posted. Accordingly, Regroup assumes no liability for any action or inaction regarding transmissions, communications or content of any User Contribution provided by any User or third party. Regroup has no liability or responsibility to you or any third party for performance or nonperformance of the activities set forth in this section.

### 7.3 Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Solicit personal information from anyone under 18.
- Publicly post information that poses or creates a privacy or security risk to any person.
- Involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming."
- Contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page).
- Solicit passwords or personal identifying information for commercial or unlawful purposes from other Users.
- Include a photograph or video of another person that you have posted without that person's consent.

#### 7.4 Copyright Infringement

If you believe that any User Contributions violate your copyright, please send us a notice of the copyright infringement. It is the policy of Regroup to terminate the User accounts of repeat infringers.

#### 7.5 Reliance on Information Posted

The information presented on or through the Service is made available solely for general information purposes. Regroup does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Regroup disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include User Contributions. All statements and/or opinions expressed in these User Contributions, and all articles and responses to questions and other content, other than the content provided by Regroup, are solely the opinions and the responsibility of the person or entity providing those User Contributions. The User Contributions do not necessarily reflect the opinion of Regroup. Regroup is not responsible, or liable to you or any third party, for the content or accuracy of any User Contributions



provided by any third parties.

## 8. Member Disputes

You are solely responsible for your interactions with other Members, including without limitation any User Contributions provided by you. Regroup reserves the right, but has no obligation, to become involved in any way with disputes between you and other Users.

## 9. Privacy

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## 10. Disclaimers of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER REGROUP NOR ANY PERSON ASSOCIATED WITH REGROUP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, QUALITY, OR ACCURACY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER REGROUP NOR ANYONE ASSOCIATED WITH REGROUP REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED (WITH THE EXCEPTION OF KNOWN SECURITY VULNERABILITES ON REGROUP'S PLATFORM, WHICH WILL BE ADDRESSED BY REGROUP AS SOON AS POSSIBLE), OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

REGROUP HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 11. Limitation on Liability

Regroup shall defend, indemnify, and hold free and harmless you from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind to third parties ("Claims"), in law or equity arising out of or, pertaining to Regroup's ownership or right to use all or any part of the intellectual property relating to the Services, including Claims related to infringement of intellectual property, and for any Claims related to unauthorized access to user information caused by Regroup's negligence or breach of this Contract.

You hereby agree, at your expense, to indemnify, defend and hold harmless Regroup, its licensors, and their respective directors, officers, employees and agents from and against all demands, liabilities,

losses, claims and expenses, including attorney's fees, arising out of or relating to (a) your use of the Services or any third party platform, including without limitation the service providers from whom we receive or to whom we submit data or instructions at your request, including without limitation that any claim that any of the foregoing violates any third party right, (b) services, products, information, data, processing instructions or content you submitted or used in connection with the Services, or (c) any actual or alleged negligence, willful misconduct, fraud, manipulation, or breach of these Terms of Use, by you. You will not enter into any settlement of, or agreement related to, any matter covered by this section without first obtaining Regroup's written consent. Regroup reserves the right, at its own expense and in its sole discretion, to participate in any defense, and to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall fully cooperate with Regroup in such defense.

## 12. Disputes

### 12.1 Governing Law; Waiver

These Terms of Use shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. You and Regroup agree to submit to the exclusive jurisdiction of the courts located within Orange County in the State of California to resolve any dispute arising out of these Terms of Use or the Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THESE TERMS OF USE.

### 12.2 Arbitration

At Regroup's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

## 13. Indemnity

Both you and Regroup hereby agree to indemnify, defend and hold each party's , licensors, and their respective directors, officers, trustees, officials employees, volunteers, representatives and agents harmless from and against all demands, liabilities, losses, claims and expenses, including attorney's fees, arising out of or relating to (a) the use of the Services or any third party platform, including without limitation the service providers from whom we receive or to whom we submit data or instructions, including without limitation that any claim that any of the foregoing violates any third party right, (b) services, products, information, data, processing instructions or content you submitted or used in connection with the Services, or (c) any actual or alleged negligence, willful misconduct, fraud, manipulation, or breach of these Terms of Use, by either party. The parties will not enter into any settlement of, or agreement related to, any matter covered by this section without first obtaining the other party's written consent. Both parties reserve the right, at their own expense and in their sole discretion, to participate in any defense, and to assume the exclusive defense and control of any matter otherwise subject to indemnification by either party, and either party shall fully cooperate with the other in such defense.

## 14. Termination

For Users, we may terminate these Terms of Use at any time, in whole or in part, for any reason, with or without notice. You may terminate these Terms of Use at any time by: (a) providing us with written notice; and (b) discontinuing your use of the Services and removing all Services from your website, application or service and

destroying all other parts of the Service and Regroup Confidential Information in your possession.

For Users with a Membership, you may terminate these Terms of Use effective as of the end of the then-current Membership period by providing us with at least ninety (90) days' written notice prior to the expiration of your then-current subscription term. Once you are under a Membership, Regroup may terminate these Terms of Use at any time, in whole or in part, for justified reason upon providing you with written notice.

Following any expiration, cancellation or termination of these Terms of Use, for any reason, the rights, license and any other services provided by us to you or granted herein to Member, shall immediately and automatically terminate, and Regroup shall destroy your data using techniques consistent with National Institute of Standards and Technology "NIST" 800-88("Guidelines for Media Sanitization"). Member shall no longer have the right to use or distribute the Services in any manner, network access to the Services will be stopped and Member shall immediately (a) pay all outstanding balances and (b) cease all use of the Services and remove all Services from all websites, applications or services, and destroy all other parts of the Services and Confidential Information in your possession. The following sections will survive any expiration or termination of this Agreement: Section 3 (with respect to any outstanding Fees and their collection), Section 4.2 (Ownership), Section 4.3 (Restrictions), Section 5 (Confidential Information), Section 7 (User Contributions), Section 8 (Member Disputes), Section 10 (Disclaimer of Warranties) through Section 15 (Miscellaneous), in addition to any other provisions which by their terms or sense are intended to survive.

We also may permanently or temporarily terminate, suspend or limit your usage, or otherwise refuse to permit your use of the Services without notice or liability, if in our sole determination, you violate these Terms of Use or the Privacy Policy, or in cases of emergency or to prevent violations of law or harm to Regroup or others. Termination of these Terms of Use, any license, or your access to the Services, shall not limit us from pursuing other remedies available to us against you, including, but not limited to, injunctive relief.

## 15. Miscellaneous

### 15.1 Entire Agreement

These Terms of Use are accepted upon your use of the Services and is further affirmed by you becoming a Member. These Terms of Use constitute the entire agreement between you and Regroup regarding the use of the Services. The failure of Regroup to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Regroup is a trademark of Dais, Inc. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms of Use is unlawful, void or unenforceable, that provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

### 15.2 Assignment

You may not assign, delegate, or otherwise transfer your rights or delegate your obligations under these Terms of Use, in whole or in part, and any attempted assignment by you shall be null and void. Regroup may assign, delegate or transfer these Terms of Use, its rights and obligations in its sole discretion.

### 15.3 Force Majeure

If either party's performance of any of its obligations hereunder is delayed by labor dispute, war, governmental action, flood, fire, explosion or other act of nature or any other matter not within such party's reasonable control, then the date for performance shall be extended by the time of such delay; provided, however, that the party subjected thereto shall pursue with reasonable diligence the avoidance or removal of such delay if reasonably feasible.

### 15.4 Costs and Expenses

Except as otherwise provided for in these Terms of Use, each party shall be responsible for and will bear all costs and expenses incurred by it in connection with the performance of its obligations under these Terms of Use.

## 15.5 Notice

All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District  
Attn: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to Santa Ana College, Office of the President  
Attn: John D. Steffens, Director, Student Information Support  
1530 W. 17<sup>th</sup> St.  
Santa Ana, CA 92706

Regroup: 709 Noe Street  
San Francisco, CA 94114  
Email: [support@regroup.com](mailto:support@regroup.com)

## Exhibit B: Regroup Privacy Policy

Dais, Inc., a Delaware corporation, dba Regroup ("Regroup" or "we") respects your privacy and are committed to protecting it through our compliance with this Privacy Policy ("Privacy Policy"). Regroup is an information messaging service that allows Members to search for information, create information, join groups and message those groups through Regroup's cloud-based platform ("Regroup Platform"). The services offered by Regroup include any Regroup-branded URL (the "Website"), Regroup mobile services, Regroup messages (e-mail or otherwise) and any other features, content, applications or services offered from time to time on or through the Website or otherwise by Regroup, including without limitation the Regroup Platform (collectively, the "Services").

This Privacy Policy describes the types of information we may collect from you or that you may provide when you access or use the Services and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This Privacy Policy applies to information we collect:

- on the Website;
- through the Services;
- in email, text, and other electronic messages between you and the Services; and
- through mobile and desktop applications you download from the Services.

It does not apply to information collected by:

- us offline or through any other means, including on any other website operated by Regroup or any third party (including our affiliates and subsidiaries); or
- any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Services.

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using the Services, you agree to this Privacy Policy, Regroup's Terms of Use (Exhibit A), incorporated herein by reference, and the terms and conditions set forth in any Regroup registration or order form, whether you are a "Visitor" (which means that you access or use the Services but do not have a paid subscription with Regroup) or a "Member" (which means that you have a paid subscription with Regroup). The terms "User" and "you" refer to a Visitor or Member.

### 1. Children Under the Age of 13

Our Services are not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Services. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on the Services.

### 2. Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Services, including information:

- by which you may be personally identified, such as name, postal address, e-mail address, telephone number or any other identifier by which you may be contacted online or offline ("personal information");
- that is about you but individually does not identify you; and/or
- about your internet connection, the equipment you use to access our Services and usage details.

We collect this information:



## Mass Notification

- Directly from you when you provide it to us.
- Automatically as you navigate through the Services. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons and other tracking technologies.
- From third parties, for example, our business partners.

**Information You Provide to Us.** The information we collect on or through our Services may include:

- Information that you provide by filling in forms on our Services. This includes information provided at the time of registering to use our Services, subscribing to our Service, posting material or requesting further services. We may also ask you for information when you report a problem with our Services.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through our Services and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Services.
- Your search queries on the Services.

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of the Services, or transmitted to other users of the Services or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Services with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

**Information We Collect Through Automatic Data Collection Technologies.** As you navigate through and interact with our Services, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Services, including traffic data, location data and other communication data and the resources that you access and use on the Services.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.
- The information we collect automatically is statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Services and to deliver a better and more personalized service, including by enabling us to:
- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Services according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Services.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Services. Unless you have

adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services.

- **Flash Cookies.** Certain features of our Services may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Services. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices About How We Use and Disclose Your Information.
- **Web Beacons.** Pages of the Services and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Regroup, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

### 3. How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Services and its contents to you.
- To provide you with information or Services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account or subscription, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Services.
- In any other way we may describe when you provide the information.
- For any other purpose with your written consent.

We may also use your information to contact you about other Services that may be of interest to you. If you do not want us to use your information in this way, please adjust your user preferences in your account profile. For more information, see Choices About How We Use and Disclose Your Information.

### 4. Disclosure of Your Information

We may disclose aggregated information about our Users, and information that does not identify any individual, without restriction. Regroup represents and warrants that its collection, access, use, storage and disclosure of your data does and will comply with all applicable federal, state, and foreign privacy and data protection laws, regulations and ordinances including but not limited to FERPA, FERPA Regulations and the Graham-Leach-Bliley Act.

We may disclose personal information that we collect or you provide as described in this Privacy Policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Regroup's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Regroup about our Service users is among the assets transferred.



## Mass Notification

- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your written consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our Terms of Use and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Regroup, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### 5. Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of the Services may then be inaccessible or not function properly.
- **Promotional Offers from Regroup.** If you do not wish to have your email address or contact information used by Regroup to promote our Services, you can opt-out by sending us an email stating your request to [inquiries@regroup.com](mailto:inquiries@regroup.com). If we have sent you a promotional email, you may select unsubscribe to be omitted from future email distributions. This opt out does not apply to information provided to Regroup as a result of a product purchase, warranty registration, product service experience or other transactions.

### 6. Accessing and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting your account profile page.

You may also send us an email at the email address provided below to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Services, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Users. Proper access and use of information provided on the Website, including User Contributions, is governed by our Terms of Use.

### 7. Your California Privacy Rights

California Civil Code Section § 1798.83 permits users of our Services that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to the email address provided below.

### 8. Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions will be encrypted using SSL technology. Regroup will ensure that all your data in transit or stored at rest in any data centers or hosting locations used by Regroup, will be



encrypted and will not be transferred (except with Client's prior written consent) to any data center or hosting location outside of the United States.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

## **9. Changes to Our Privacy Policy**

It is our policy to post any changes we make to our Privacy Policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the primary email address specified in your account and/or through a notice on the Website home page. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Privacy Policy to check for any changes.

## **10. Contact Information**

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at:

Mail:  
Regroup  
709 Noe Street  
San Francisco, CA 94114  
Email: [support@regroup.com](mailto:support@regroup.com)

## Exhibit C: Regroup API Terms of Service

Thank you for using Regroup's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Regroup products or services, then the terms for those other products or services also apply.

Under the Terms, "Regroup" means Dais, Inc., a Delaware corporation doing business as Regroup, unless set forth otherwise in additional terms applicable for a given API. We may refer to "Regroup" as "we", "our", or "us" in the Terms.

### 1. Account and Registration

#### 1.1 Accepting the Terms

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Regroup, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs.

#### 1.2 Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

#### 1.3 Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Regroup will always be accurate and up to date and you'll inform us promptly of any updates.

### 2. Using Our APIs

#### 2.1 Your End Users

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

#### 2.2 Compliance with Law, Third Party Rights, and Other Regroup Terms of Service

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the

APIs to encourage or promote illegal activity or violation of third party rights.

You will not violate any other terms of service with Regroup.

## 2.3 Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. If Regroup assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

## 2.4 API Limitations

Regroup sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Regroup's express consent (and Regroup may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Regroup API team for information.

## 2.5 Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Regroup for the applicable open source software.

## 2.6 Communication with Regroup

We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

## 2.7 Feedback

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

## 2.8 Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Regroup may develop products or services that may compete with the API Clients or any other products or services.

## 3. Your API Clients

### 3.1 API Clients and Monitoring

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT REGROUP MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE REGROUP PRODUCTS AND

SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS.

This monitoring may include Regroup accessing and using your API Client, for example to identify security issues that could affect Regroup or its users. You will not interfere with this monitoring. Regroup may use any technical means to overcome such interference. Regroup may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

### 3.2 Security

You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

### 3.3 Ownership

Regroup does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

### 3.4 User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Regroup and third parties.

## 4. Prohibitions and Confidentiality

### 4.1 API Prohibitions

When using the APIs, you may not (or allow those acting on your behalf to):

4.1.1 Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.

4.1.2 Perform an action with the intent of introducing to Regroup products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.

4.1.3 Defame, abuse, harass, stalk, or threaten others.

4.1.4 Interfere with or disrupt the APIs or the servers or networks providing the APIs.

4.1.5 Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.

4.1.6 Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

4.1.7 Use the APIs for any activities where the use or failure of the APIs could lead to death, personal

injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).

4.1.8 Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

4.1.9 Remove, obscure, or alter any Regroup terms of service or any links to or notices of those terms.

Unless otherwise specified in writing by Regroup, Regroup does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to Regroup unless you have received prior written consent to such use from Regroup.

## 4.2 Confidential Matters

4.2.1 Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

4.2.2 Our communications to you and our APIs may contain Regroup confidential information. Regroup confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Regroup's prior written consent. Regroup confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Regroup confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

## 5. Content

### 5.1 Content Accessible Through our APIs

Our APIs contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

### 5.2 Submission of Content

Some of our APIs allow the submission of content. Regroup does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Regroup to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Regroup

privacy policies, you give Regroup a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

### 5.3 Retrieval of content

When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

### 5.4 Data Portability

Regroup supports data portability. For as long as you use or store any user data that you obtained through the APIs, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from Regroup products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

### 5.5 Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

5.5.1 Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

5.5.2 Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

5.5.3 Misrepresent the source or ownership; or

5.5.4 Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

## 6. Brand Features; Attribution

### 6.1 Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Regroup's Brand Features (including any goodwill associated therewith) will inure to the benefit of Regroup.

### 6.2 Attribution

You agree to display any attribution(s) required by Regroup as described in the documentation for the API. Regroup hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display Regroup's Brand Features for the purpose of promoting or advertising that

you use the APIs. You must only use the Regroup Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section.

## 6.3 Publicity

You will not make any statement regarding your use of an API that suggests partnership with, sponsorship by, or endorsement by Regroup without Regroup's prior written approval.

## 6.4 Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Regroup products, Regroup may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

## 7. Privacy and Copyright Protection

### 7.1 Regroup Privacy Policies

By using our APIs, Regroup may use submitted information in accordance with our [privacy policy](#).

### 7.2 Regroup DMCA Policy

It is Regroup's policy to respect the copyright and other intellectual property rights of others. Regroup may remove content from its websites or other properties that appears to infringe the copyright or other intellectual property rights, including moral rights, of others. In addition, Regroup may terminate access by users who appear to infringe the copyright or other intellectual property rights of others. Further, Regroup complies with the Digital Millennium Copyright Act.

If you believe that content available on or through the online Regroup Services, or accessible via links posted on online Regroup Services, infringes your copyright, you or your authorized agent may submit a notification to us, as set forth in this policy. Please send a notification including all of the information described below ("Notification") to our copyright agent by mail or e-mail using the contact information provided below.

You may be held liable for damages and attorneys' fees if you make any material misrepresentations in a Notification. Therefore, if you are not sure whether content located on or accessible via a link posted on the online Regroup Services infringes your copyright, you should contact an attorney.

A Notification must include the following:

7.2.1 Identification of the copyright claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of works.

7.2.2 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material (preferably a link to the material).

7.2.3 Information reasonably sufficient to permit us to contact you, such as an address, telephone

number, and, if available, an electronic mail address at which you may be contacted.

7.2.4 A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law.

7.2.5 The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

7.2.6 A statement that the information in the Notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please direct Notifications via email to [Regroup](mailto:Regroup).

## 8. Termination

### 8.1 Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Regroup with prior written notice and upon termination, cease your use of the applicable APIs. Regroup reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

### 8.2 Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Regroup Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Regroup may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

### 8.3 Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

## 9. Liability for our APIs

### 9.1 WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER REGROUP NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE

SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY



PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

## 9.2 LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF REGROUP, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO TWO TIMES THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

## 9.3 Indemnification

Unless prohibited by applicable law, both Regroup and you will defend and indemnify each other, our affiliates, directors, officers, employees, trustees, officials, volunteers, representatives and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

9.3.1 either party's misuse or your end user's misuse of the APIs;

9.3.2 either party's violation or your end user's violation of the Terms; or

9.3.3 any content or data routed into or used with the APIs by either party, those acting on our behalf, or our end users.

## 10. General Provisions

### 10.1 Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website, and/or in the Regroup developers console. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

### 10.2 U.S. Federal Agency Entities

The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

### 10.3 General Legal Terms

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the



Terms, and Regroup does not take action right away, this does not mean that Regroup is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Regroup relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact Regroup, please visit our [contact page](#).

Except as set forth below: (i) the laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SAN FRANCISCO COUNTY, CALIFORNIA, USA, AND YOU AND REGROUP CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States Federal law: (i) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SAN FRANCISCO COUNTY, CALIFORNIA.

If you are accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.

## Exhibit D: Service Level Agreement (SLA)

### Section I – Availability

Regroup provides a high performance, scalable and reliable Software as a Service solution (the "Service").

Broadcast Availability—is defined as the ability to access the Service in conjunction with the ability to send a notification to one or more contact paths per member.

Subscribed Service Levels – Regroup prioritizes emergency traffic through an Efficient Routing Algorithm (ERA) to ensure maximum broadcast delivery speed by enabling redundancies when needed.

### Section II – Performance

Regroup will use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage of at least ninety-nine and nine-tenths percent (99.99%) for all Services during any monthly cycle.

#### Minimum Throughput

As part of the Services, Regroup will be sending mass volume calls, text messages and emails to individuals as directed by Regroup and/or Regroup's end users. At all times hereunder, Regroup shall maintain the following system throughput rates for such services:

- Text-to- Speech messages and voice alerts- 20,000 per minute;
- Text (SMS) Messages - 65,000 per minute,
- Email Messages - 100,000 per minute, and
- Push Notifications - 540,000 per minute.

### Section III – Maintenance

As part of the services, Regroup will complete regular maintenance, bug fixes and enhancements. In addition, every release must be tested and verified before deployment. Client reserves the right to request time dedicated to user acceptance testing prior to a release of roadmap items and enhancements. Scheduled maintenance and rollouts will be completed outside of regular business hours and generally align to the following cadence:

Frequency of major releases: Quarterly

Frequency of minor releases: Twice Monthly

## Section IV – Support

Regroup has a dedicated team of experienced, patient, and capable support professionals to assist clients with answering questions about the services, client usage and to address specific issues. Regroup Support is available 24 hours a day, 7 days a week, 365 days a year.

Support should be contacted for all technical inquiries associated with the Regroup Solutions. The best method for submitting an inquiry is the Regroup Help Site. To best serve our clients' needs, the following methods are available to obtain technical assistance.

Urgent inquiries must be reported by phone or the Regroup Help Site to ensure the quickest response. For critical issues that disable the client's ability to access or use the system.

### Online Support: Help Site

Regroup's help site provides you with convenient, secure access to an ever-growing number of useful resources, including help articles, FAQs, case management and other product support information. The help site can be accessed at: <http://help.regroup.com>.

### Email Support

Email support is available at [support@regroup.com](mailto:support@regroup.com). Emails are responded to within one business day in the order received.

### Phone Support

Regroup can be reached via phone by calling: 1.855.REGROUP.

### Live Operator Access

Regroup offers live client support 24 hours a day, 365 days a year at: 775-476-8710

Support team members can also be reached via live chat from within the Regroup application during standard business hours.

## Problem Management Service Level Agreement (SLA)

Platform performance will be monitored by the platform over the life of the contract. If problems are identified and validated by the Platform, they will be then categorized as follows:

a) Critical Problem

- Problems or issues in the Platform that interrupt or prevent the entire customer population from performing regular business operations; or
- Problems or issues caused by Platform having a catastrophic impact on regular business operations. A catastrophic impact is considered a complete loss of system functionality, inability to conduct any outbound campaign, etc.

b) Major Problem

- Problems or issues in the Platform that interrupt or prevent greater than 10% of the entire customer population from performing regular business operations: or
- Problems or issues caused by the Platform having a major impact on regular business operations. A major impact is considered a significant delay in communications, ability to interact with customers or System, contacting incorrect customers, etc.

c) Minor Problem

- Problems or issues in the Platform that interrupt or prevent an individual from performing regular business operations; or
- Problems or issues having a minor impact on regular business operations. A minor impact is considered inability to draw a polygon to geographically isolate customers, inability to select filter criteria during campaign creation, being unable to create and pull a report detailing campaign results.

For each of the above Problem types, the SLA that must be taken to resolve the problems are as follows (each time period shall be construed as action completed within the time of incident notification by the Platform):

Action	Critical	Major	Minor
Initial entry into ticket work log	10 minutes	30 minutes	30 minutes
Subsequent informational entries into log	30 minutes	2 hours	4 hours
First Critical Notification I-page (internal)	30 minutes		
Subsequent Critical notifications (internal)	Every Hour		