

Matrix Education, Inc. Terms of Service – School District or School User

Matrix Education, Inc. ("**MatrixED**") provides software as a service through a website portal or mobile application (the "**Portal**") for your school district or select campuses and your teachers, and your administrators (collectively, "**Service Providers**") to allow your students and/or their parents or guardians ("**Students**") the opportunity to provide information to your school district or select campuses and other Service Providers (collectively "**You**"), provide feedback to teachers, and engage in academic self-reflection online. All products and services described in this Section, as well as any other products and services offered by MatrixED at any time shall be defined herein as "**Service**" or "**Services**." In order to use the Service, You must read and accept all of the terms and conditions in, and linked to, this Terms of Service agreement (this "**Agreement**"). This Agreement may be modified by MatrixED from time to time at our sole discretion, and you may be notified as set forth below. We strongly recommend that, as you read this Agreement, you also access and read the linked information. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

1. MatrixED SERVICE

MatrixED allows your Students to interact with you and you to interact with them. You are solely responsible for obtaining any necessary parental or guardian consents for your Student users of our Services. MatrixED is a service provider for you for purposes of enhancing student and teacher communications regarding academic progress and improving student academic success.

MatrixED may facilitate the entry of information into forms, collection of responses to questionnaires or surveys, and/or analysis and reporting of responses and feedback.

2. REGISTRATION AND ACCOUNT

Account Creation. In order to use certain features of the Services, both Service Providers and individuals Students will have an account ("**Account**") and provide certain information about such Account holder as prompted by the account registration form. A Service Provider will provide the information for Student Accounts from either a Student information system or third-party provider. Service Providers represent and warrant that: (a) all required registration information submitted is truthful and accurate; (b) the Service Provider will maintain the accuracy of such information. MatrixED, subject to the maintenance of Student documentation, may suspend or terminate your Account in accordance with the Term and Termination Section.

Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. EACH INDIVIDUAL MUST MAINTAIN AN INDIVIDUAL ACCOUNT WITH A UNIQUE USERNAME AND PASSWORD – NO SHARING! You agree to immediately notify MatrixED of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. MatrixED cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3. MINIMUM QUALIFICATIONS

To be a Service Provider, you must be a school district, an accredited or state-approved school (whether public, private or quasi-public), or a certified teacher in good standing with a recognized jurisdiction in order to subscribe to our Services.

To register as a Student, you must be a current student of a Service Provider currently subscribed to our Services.

4. ACCESS TO THE WEBSITE AND THE SERVICES

License. Subject to this Agreement, MatrixED grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Portal solely for your own personal, noncompetitive use.

Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Portal, whether in whole or in part, or any content displayed on the Portal; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Portal; (c) you shall not access the Portal in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Portal may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Portal shall be subject to this Agreement. All copyright and other proprietary notices on the Portal (or on any content displayed on the Portal) must be retained on all copies thereof.

No Support or Maintenance. You acknowledge and agree that MatrixED will have no obligation to provide you with any support or maintenance in connection with the Services other than that purchased by a Service Provider for the Services.

Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets in the Portal, the Services and its content are owned by MatrixED or its suppliers. Neither this Agreement (nor your access to the Services) transfers to you or any third party any rights, title or interest in or

to such intellectual property rights, except for the limited access rights expressly set forth herein. MatrixED and its suppliers reserve all rights not granted in this Agreement. There are no implied licenses granted under this Agreement.

5. PRIVACY POLICY AND CONFIDENTIALITY

MatrixED has established a privacy policy to explain to you, and other users, how your personal information is collected and used. This privacy policy is located at <http://matrixeducation.net/privacy>.

We are a service provider to you. Accordingly, communications between you and your Students will only be shared with you, your Students and third parties we use to support our business and to provide the Services to you. We will not share your communications with any third parties for any other purpose without your prior consent or unless compelled by law, regulation, or order of governmental authority. In such case, MatrixED will use reasonable efforts to give you advance notice of such required disclosure in order to enable you to prevent or limit such disclosure, if legally permissible.

6. SERVICE FEES AND BILLING METHODS

For Service Providers. MatrixED shall charge an annual subscription fee in the amount according to the schedule set forth in the quotation or invoice. MatrixED may bill you directly. You shall pay all fees set forth in the invoice within thirty (30) days after the date of the invoice unless otherwise specifically agreed on a service order form. Payments shall be made to the address or account specified in the quotation or invoice or such other address or account as MatrixED may specify in writing from time to time.

If you fail to remit payment within thirty (30) days of the due date on our invoice, we may assess interest on the amount past due in the amount of 1-½% per month or the highest amount permitted by law. We may restrict access to your account or terminate this agreement if you fail to make a payment when due.

We may collect attorneys fees against you if we need to hire an attorney to collect past due amounts from you.

7. USER CONTENT

User Content. “User Content” means any and all information and content that a user submits to, or uses with, the Portal (e.g., content in the user’s profile, documents, forms, messages, advice, information submitted or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its legality, accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (below). MatrixED may backup any User Content as part of your subscription to

our Services. You may also create and maintain your own backup copies of your User Content if you desire.

Exception for Aggregated Data. Notwithstanding anything to the contrary in the foregoing, User Content shall not include any information, data, and other content that is derived by or through your use of the Services and is cleansed of all personal data so that it can no longer identify you, any user of the Services, or any individual person. You acknowledge and agree that MatrixED may collect and analyze Aggregated Data to (a) improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with MatrixED's business.

License. You hereby grant (and you represent and warrant that you have the right to grant) to MatrixED an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, subject to the Privacy and Confidentiality provisions, solely for the purposes of including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

Acceptable Use Policy. The following terms constitute our “**Acceptable Use Policy**”:

You agree not to use the Portal to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party intellectual property or proprietary right, including any copyright, trademark, patent, trade secret, moral right, privacy right, or right of publicity; (ii) that is unlawful, harassing, abusive, threatening of physical harm, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, ethical rule, or regulation (including any applicable school regulations, which such Service Provider shall provide to Students).

In addition, you agree not to: (i) upload, transmit, or distribute to or through the Portal any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Portal unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Portal to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Portal, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the

Portal (or to other computer systems or networks connected to or used together with the Portal), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Portal; or (vi) use software or automated agents or scripts to produce multiple accounts on the Portal, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Portal (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Portal for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with the Term and Termination Section, and/or reporting you to law enforcement authorities.

Feedback. If you provide MatrixED with any feedback or suggestions regarding the Services ("**Feedback**"), you hereby assign to MatrixED all rights in such Feedback and agree that MatrixED shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. MatrixED will treat any Feedback you provide to MatrixED as non-confidential and non-proprietary. You agree that you will not submit to MatrixED any information or ideas that you consider to be confidential or proprietary.

8. CONSENT TO USE CERTAIN DATA

Diagnostic and Usage Data. By using these Services, you agree that MatrixED and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the MatrixED Software, and to verify compliance with this Agreement. MatrixED may use this information, as long as it is collected in a form that does not personally identify you, to provide and improve MatrixED's products and services. To enable MatrixED's partners and third party developers to improve their software, hardware and services designed for use with MatrixED products, MatrixED may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify you.

9. THIRD PARTY LINKS; OTHER USERS

Third-Party Links. The Portal may contain links to third-party websites or links and services (collectively, “**Third-Party Links**”). Such Third-Party Links are not under the control of MatrixED, and MatrixED is not responsible for any Third-Party Links. MatrixED provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

Other Users. Each Portal user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Portal users are solely between you and such users. You agree that MatrixED will not be responsible for any loss or damage incurred as the result of any such interactions.

Release. Fully to the extent permitted by law, you hereby release and forever discharge MatrixED (and our shareholders, directors, officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other Portal users or any Third-Party Links).

10. DISCLOSURE OF INFORMATION

As MatrixED continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of your information as one of the transferred assets to be used for any purpose allowed under this Agreement (provided that the transferee assumes all ongoing obligations and liabilities of this Agreement).

11. TERM AND TERMINATION

Initial Term. The initial term of this Agreement commences as of the moment You create an account if you are a Student or the Effective Date on any order form and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the date set forth in such order form (the "Initial Term").

Renewal. This Agreement will automatically renew on August 1 of each year unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal by June 30 ("Renewal Term" and together with the Initial Term, the "Term").

Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) MatrixED may terminate this Agreement, effective on written notice to you, if you (i) fail to pay any amount when due hereunder, and such failure continues more than thirty (30) days after MatrixED's delivery of written notice thereof; or (ii) breach any of your obligations under this Agreement.

(b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement and such breach (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provided the breaching party with written notice of such breach.

(c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the party ceases to conduct business in the ordinary course without a successor.

Effect of Termination. Upon any expiration or termination of this Agreement, except as expressly provided otherwise in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other under this Agreement will immediately terminate;

(b) MatrixED shall immediately cease all use of any User Content or Student documentation and (i) promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on User Content and Student documentation; and (ii) permanently erase all User Content and Student documentation from all systems MatrixED directly or indirectly controls, provided that, for clarity, MatrixED's obligations under this Section do not apply to any Aggregated Data.

(c) You shall immediately cease all use of the Services and (i) promptly return to MatrixED, or at MatrixED's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on MatrixED confidential information.

(d) Notwithstanding anything to the contrary in this Agreement, MatrixED may retain User Content or Student documentation in its backups, archives and disaster recovery systems until such User Content or Student documentation is deleted in the ordinary course.

(e) MatrixED may disable your Account and all user access associated with your Account to the Services.

Payment upon Termination. If you terminate this Agreement pursuant to our breach of this Agreement, you will be relieved of any obligation to pay any fees attributable to the period after the effective date of such termination. If MatrixED terminates this Agreement pursuant to your breach of this Agreement, you shall pay all unpaid fees for the then-current Term, including the remainder of the Term following termination. You shall not be entitled to any refund. Termination shall not relieve you of your obligation to pay all undisputed charges accrued before the effective date of termination.

Termination for Convenience. If you are a governmental entity requiring by statute, regulation or code to have an option to terminate for convenience, you may terminate this Agreement upon a minimum of thirty (30) days' written notice to MatrixED. Upon termination, you agree to pay all agreed upon fees otherwise due and payable in accordance with this Agreement for the then current annualized term and immediately cease all use of the Services.

12. MODIFICATION OF TERMS AND CONDITIONS

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Portal. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Portal. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

13. DELAYS

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet, phone carrier and electronic communications. MatrixED is

not responsible for any delays, failures or other damage resulting from such problems.

14. EXPORT

The Portal may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from MatrixED, or any products utilizing such data, in violation of the United States export laws or regulations.

15. WARRANTY DISCLAIMER

You understand and agree that THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT MATRIXED ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. MATRIXED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR MATRIXED COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE PORTAL IS AT YOUR OWN RISK. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE PORTAL, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to you as they relate to implied warranties.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) OR EXEMPLARY DAMAGES (COLLECTIVELY, "**DAMAGES**"), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR DAMAGES EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID AND OWED BY YOU UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

17. INDEMNIFICATION BY CUSTOMER

To the extent permitted by applicable law, you shall indemnify, defend and hold harmless MatrixED, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) use of the Services by you or your Students; (b) any violation of this Agreement by you; or (c) your failure to comply with applicable law.

18. INDEMNIFICATION BY MatrixED

MatrixEd shall indemnify, defend and hold harmless you, your officers, managers, owners, employees, agents, designees, users, successors, and assigns from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from infringement of a United States patent of any third party; provided that you: (i) promptly notify MatrixED of such claim; (ii) provide MatrixED with full control of the defense and settlement of each such claim; (iii) cooperate with MatrixED in such defense and settlement, and (iv) do not settle any such claim or suit without MatrixED's prior written consent. You may participate in the defense and settlement of any claim with counsel of your choice at your own expense provided that MatrixED shall continue to have sole control of such defense or settlement. If any portion of the Services becomes, or in MatrixED's opinion is likely to become, the subject of a claim of infringement, MatrixED may, at its option: (a) procure for you the right to continue using the Services; (b) replace the Services with non-infringing services which do not materially impair the functionality of the Services; (c) modify the Services so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused fees actually paid by you to MatrixED for the remainder of the term then in effect, and upon such termination, you will immediately cease all use of the Services.

Notwithstanding the foregoing, MatrixED shall have no obligation under this section or otherwise with respect to any infringement claim based upon (I) any use of the Services not in accordance with this Agreement or not as specified by MatrixED; (II) any use of the Services in combination with other products, equipment, software or data not supplied by MatrixED if the Services without such combination does not infringe; or (III) any modification of the Services by any person other than MatrixED or its authorized agents. This Section 18 is your

sole and exclusive remedy and the entire liability of MatrixED with respect to infringement claims and actions.

19. NOTICE

You agree that MatrixED may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting the notices on the Portal. All notices to MatrixED will be provided by either sending: (i) an email to ryan@matrixeducation.net; or (ii) a letter, first class certified mail, to MatrixED, 1722 Hillcrest Lane, Austin, TX 78721. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

The communications between you and MatrixED use electronic means, whether you use the Portal or send us emails, or whether MatrixED posts notices on the Portal or communicates with you via email. For contractual purposes, you (a) consent to receive communications from MatrixED in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that MatrixED provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

20. ENTIRE AGREEMENT

This Agreement governs your use of the Service and constitutes the entire agreement between you and MatrixED. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and MatrixED regarding the subject matter contained in this Agreement.

21. GOVERNING LAW

This Agreement and the relationship between you and MatrixED will be governed by the laws of the State of Texas, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Travis County, Texas and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that MatrixED may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found.

22. PROVISIONS REMAINING IN EFFECT

In the event your use of the Services is terminated or lapses or you are no longer a user of MatrixED, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Section 4, 7-11, and 14-21.

23. PUBLICITY. You agree and acknowledge that MatrixED may include Service Provider's name and/or other indicia in its lists of MatrixED current or former customers in MatrixED's promotional and marketing materials.

24. MISCELLANEOUS

This Agreement may not be re-sold or assigned by you. If you assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of MatrixED's rights if MatrixED fails to enforce any of the terms or conditions of this Agreement against you. In the event a court finds a provision in this Agreement to not be valid, you and MatrixED agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between you and MatrixED as a result of this Agreement or use of the Service.