

Privacy Policy

PRIVACY POLICY

Effective Date: September 15, 2020

Mosyle Corporation (“we” or “us”) owns and operates <https://manager.mosyle.com> (“**Site**”) and the Mosyle Manager mobile application (“**Mosyle Manager App**”) on which we provide an MDM - or a mobile device management service. The Site and Mosyle Manager App are together the “**Services**”.

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS PRIVACY POLICY.

For the purposes of this Policy, “Users” means:

“**Leaders**” means the individual who initially sets up the Service (each a “Primary Leader”) and others who are granted leadership privileges by the Primary Leader;

“**Administrators**” means the individuals who operate the technical features available through the Services;

“**Teachers**” means individuals who are permitted to use the classroom features in order to manage students’ mobile devices during class time;

“**Students**” means the individuals who are enrolled at a school that uses the Services for educational purposes (“**School**”).

Leaders, Administrators and other School staff are together “**Administrative Users.**”

The data controller for the information you provide or that we collect pursuant to this Privacy Policy is: Mosyle Corporation at 2699 Lee Road, 4th Floor, Winter Park, FL. If you are in the EU or Switzerland, please see section 11 below to learn more about our participation in the Privacy Shield Framework.

1. INFORMATION WE COLLECT

We collect the following types of information:

Personal Data

“Personal Data” is any information relating to a User that identifies or can be used to identify that User, either separately or in combination with other readily available data that is received by us. As a Primary Leader, you voluntarily provide us this information when you initially establish an account on the Service. As of the effective date of this Privacy Policy, to establish an account for the School, we ask you to provide all the information necessary to complete the sign-up form available on <https://myschool.mosyle.com/signup/>, including the School’s name, website, address and your name, email, and phone. Once the School’s account is established, you (as Primary Leader) will have the power to freely register, manually or by using integrations with a third-party software, all the other Users, providing information such as name, email and role (the “**School’s Data**”).

We don’t ask the School to share Personal Data of its Users as part of the School’s Data. We don’t request any Personal Data from any other User other than the Primary Leader. The information that is part of the School’s Data is only intended to allow the School to use the Services in an efficient manner and also to internally identify which User is currently assigned to each managed device.

Also, the Services can be technically used without any School’s Data, just by using only the Managed Device Information to organize and manage the devices.

We, as a Processor of the School’s Data, are not responsible and have no available methods to validate if the School’s Data is accurate and represents or not a natural person.

The School and the Primary Leader also represent and warrant that they will require Users to read this Privacy Policy.

Finally, when Administrative Users and Teachers log on to their accounts, we will record their geo-location, IP address and/or unique mobile device identifier and may tie it to their specific account.

We do not knowingly collect Personal Data through the sign-up form on our Site from anyone under age 16. If you are under 16, please do not leave your contact information on our Site. If you are a parent or guardian of a child under 16 years old and you learn that your child has left Personal Data on our Site, please contact us at legal@mosyle.com. Students’ login credentials are based on codes generated by us based on information provided by the Administrative Users.

Except as described in this Privacy Policy, we do not request or knowingly receive Personal Data from Students or anyone else who is younger than the age of majority in their place of residence.

In addition, if a User provides us feedback or contacts us (for support, for example), we will collect the data included in the communication.

Usage Information

When an Administrative User or a Teacher uses the Services, we may automatically record certain information from them including IP address or other device address or ID, web browser and/or device type, the actions performed on the Service, and the dates and times of the access or use of the Service. We also collect information regarding the Administrative User's interaction with email messages, such as whether they open, click on, or forward a message. This information is gathered from Administrative Users and Teachers only. We do not collect usage information or email tracking from Students.

Managed Device Information

The Services are intended to allow Schools to remotely manage, get information and enforce policies for the use of supported mobile devices by their Users. For this reason, getting information about all devices managed by our Services is one of the main reasons why a School hires our Services.

Managed Device Information consists of information about the devices and from which Mosyle is not able to identify an individual. However, based on the information of which device is assigned to each User registered by the School as part of the School's Data, Administrative Users and Teachers can possibly tie Managed Device Information to Users. The assignment of a Managed Device to a User is not required for the usage of the Services; rather, it is an option offered for Administrative Users.

For Managed Devices running iOS and iPadOS:

Device name;

Supervision mode status;

Model;

Serial number;

Wifi MAC Address;

Bluetooth status;

Bluetooth MAC Address;

Last WAN IP;
Battery level;
Total and available storage;
IMEI number;
Device UUID;
Cellular Network information;
Data/Voice Roaming status;
Personal Hotspot status;
Device Passcode status;
Last known Wi-fi SSID;
Activation Lock status;
Find My iPad/iPhone status;
“Do Not Disturb” status;
iCloud backup status. Only YES or NO. No information about which Apple ID is being used is accessed by the Services;
Last iCloud backup date and time;
iTunes Account active. Only YES or NO. No information about which Apple ID is being used is accessed by the Services;
GPS location if approved by the User or when Lost Mode is enabled;
List of apps installed and removed and the date and time we identified that. We only have access to the information of the name of the Apps installed and removed. We do not track or save any information about the usage of the apps;
List of books installed and removed on iBooks and the date and time we identified that. We only have access to the information of the name of the Books installed and removed. We do not track or save any information about the usage of the books;
List of management profiles and certificates installed on the device.

For Managed Devices running macOS (Apple computers):

Device name;
Serial number;
List of Extensions installed;
Model;
Device UUID;
Wifi MAC Address;
Ethernet MAC Address;
Last WAN IP;

Local hostname;

Hostname;

Total and available storage;

System Integrity Protection enabled (YES or NO);

iTunes Account active. Only YES or NO. No information about which Apple ID is being used is accessed by the Services;

Current console user nickname;

Bluetooth status;

Last known Wi-fi SSID;

CPU Model;

Activation Lock bypass status and code;

User triggered Activation Lock status;

VPN status;

IP address;

Content Caching information;

Security information (FileVault status; personal recovery key if escrowed; Firewall status; Firmware password status;

Secure Boot settings;

Installed memory;

List of apps installed and removed and the date and time we identified that.

List of books installed and removed on iBooks and the date and time we identified that. We only have access to the information of the name of the Books installed and removed. We do not track or save any information about the usage of the books;

List of management profiles and certificates installed on the device;

Customized Device Information: Due to technical possibilities on macOS, our Services allow Administrative Users to freely create, distribute and execute on macOS devices customized scripts in order to perform tasks and get information that are not available through the standard features provided by the Services. We don't have any control of the customized scripts created, distributed and executed on macOS Managed Devices using our Services and we also have no control about any additional information not described above that Companies can collect through our Services by using customized scripts.

Screen view during the class time and if the device is connected to the same network used by the Teacher's device. For security reasons, the screen view is only enabled during the moment that device is connected to an active class by an Administrative User or a Teacher and only internally on the network. No remote screen view is supported for Users that are not on the same network.

Start and end date and time of usage of installed apps during an active class.

Please see HOW WE USE AND SHARE USAGE INFORMATION AND MANAGED DEVICE INFORMATION for more information.

Cookies

In order to personalize the Service, we use cookies, or similar technologies like single-pixel gifs and web beacons, to record log data. We use both session-based and persistent cookies. Session-based cookies last only while your browser is open and are automatically deleted when you close your browser. Persistent cookies last until you delete them or until they expire. They are unique and allow us to do analytics (as described below) and customization. You can refuse to use cookies by turning them off in your browser. You do not need to have cookies turned on to use most of the Services. You may, however, find that some areas on the Services are slower or do not function at all if cookies are disabled. To learn more about cookies generally, visit <http://www.allaboutcookies.org>.

Analytics

We use Google Analytics to measure and evaluate access to and traffic on the public area of the Site, and create user navigation reports for our Site administrators. Google operates independently from us and has its own privacy policy, which we strongly suggest you review. Google may use the information collected through Google Analytics to evaluate Users' and another visitor's activity on our Site. For more information, see Google Analytics Privacy and Data Sharing.

We take measures to protect the technical information collected by our use of Google Analytics. The data collected will only be used on a need to know basis to resolve technical issues, administer the Site and identify visitor preferences; but in this case, the data will be in non-identifiable form. We do not use any of this information to identify Visitors or Users.

You may opt out from the collection of navigation information about your visit to the Site by Google Analytics by using the Google Analytics Opt-out feature.

2. HOW WE USE PERSONAL DATA

We use the Personal Data we collect as described above

To customize and analyze the Service.

To enhance your experience of Services.

To verify your eligibility for the Services.

To contact you regarding your account.

To prevent, detect and fight fraud or other illegal or unauthorized activities.

Address ongoing or alleged fraud on or through the Services and our related products and services;

Analyze data to better understand and design countermeasures against fraud;

Retain data related to fraudulent activities to prevent recurrence.

To ensure legal compliance.

Comply with legal requirements;

Assist law enforcement;

Enforce or exercise our rights.

To process your information as described in this Privacy Policy, we rely on the following legal bases:

Legitimate interests: We may use your information where we have legitimate interests to do so. For example, we analyze our users' behavior to improve the Services, to prevent and detect fraud and misuse, and to market new products and services that we think will interest you;

Consent: From time to time, we may ask for your consent to use your information. You may withdraw your consent at any time by contacting us at legal@mosyle.com.

You may stop receiving emails from us by clicking the unsubscribe link at the bottom of the email.

3. HOW WE SHARE PERSONAL DATA

We will not sell, rent, or share Personal Data or School's Data with third parties except in the following ways:

We use third-party operational providers to help us operate and improve the Services. These third parties assist us with data hosting and maintenance, analytics, customer care, marketing, payment processing, debt collection and security operations. All of our service providers must adhere to confidentiality obligations that are consistent with this Privacy Policy.

Applicable law may require us and our service providers to disclose your information if: (i) reasonably necessary to comply with a legal process, such as a court order, subpoena or search warrant, government investigation or other legal requirements; or (ii) necessary for the prevention or detection of crime (subject in each case to applicable law).

We may also share information: (i) if disclosure would mitigate our liability in an actual or threatened lawsuit; (ii) as necessary to protect our legal rights and legal rights of our users, business partners or other interested parties; (iii) to enforce our agreements with you; and (iv) to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing.

We may transfer your information if we are involved, whether in whole or in part, in a merger, sale, acquisition, divestiture, restructuring, reorganization, dissolution, bankruptcy or other change of ownership or control.

We may ask for your consent to share your information with third parties. When we do, we will make clear why we want to share the information.

4. HOW WE USE AND SHARE USAGE INFORMATION AND MANAGED DEVICE INFORMATION

We use the Usage Information and Managed Device Information for the following purposes: (i) to monitor the effectiveness of our Service; (ii) to monitor aggregate metrics such as use and demographic patterns; and (iii) to diagnose or fix technology problems reported by our Users or our employees; (iv) to provide usage trends reports (“Trends”) to support recommendation and statistics to our Users. In those cases, the information will be de-identified, and will only be based on general information combined through our algorithms with Usage Information and Managed Device Information.

Also, we reserve the right to use the de-identified Usage Information and Managed Device Information to: (i) create, publish and sell any kind of public or private reports and other informational content; (ii) to assist such parties in understanding our Users’ interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through the Services; or (iii) for any other business or marketing purposes decided by us.

5. HOW WE PROTECT YOUR INFORMATION

We take the security of your Personal Data and School’s Data seriously and use appropriate technical, administrative, and physical measures designed to protect your Personal Data against unauthorized or unlawful processing and against accidental loss, destruction or damage. This includes, for example, encryption, firewalls, password protection and other access and authentication controls. We also limit access to Personal Data and School’s Data to employees who reasonably need access to it to provide products or services to you, or in order to do their jobs. However, because no security system can be 100% effective, we cannot completely guarantee the security of any information we may have collected from or about you.

6. HOW LONG WE RETAIN PERSONAL DATA

We retain Personal Data and School's Data based on the following criteria:

- a) Active School's Data: School's Data, including devices under management, users and other data currently in use and not deleted on your account. Active School's Data is retained for as long as your account is active or until it's manually removed from your account by an Administrator.
- b) Active School's Data Backups: Mosyle performs full daily Backups for all Active School's Data and stores such backups in a Recovery Datacenter for up to 15 days. After 15 days, the Backup is deleted. Based on this flow, any information manually removed from your account by an Administrator will still be retained as part of the Active School's Data Backup for up to 15 days.
- c) Administrative Users Logs: Mosyle logs relevant actions performed by Administrative Users when operating the features offered by the Services. Administrative Users Logs can be retained for up to 60 days from the day the logged action occurred. After 60 days the Administrator Log will be automatically deleted from production environment. Administrator Logs are part of the Active School's Data Backups described in section 6 "b" above and after the deletion from the production environment, Administrator Logs may be part of the Active School's Data Backups for up to 15 days.
- d) Support Logs: When you create a support ticket, depending on the complexity of the question or request, it may be necessary for engineers on Mosyle's Technical Support team to prepare and implement special logs that will be used to support you. Those logs may include School's Data. Support Logs will be retained for up to 15 days and won't be part of any backup.
- e) Support Ticket Attachments: When you create a support ticket, our Services give you the option to attach files to the ticket. Mosyle doesn't expect to receive any sensitive or protected information from Support Ticket Attachments, including any School's Data. If you need to submit any proprietary information as an attachment of a Support Ticket, please share that with our Support Team before any submission so you can receive correct instructions. Support Ticket Attachments may be retained for up to 30 days and will not be part of any backup.

As an exception, we may retain Personal and School's Data for periods that are longer than the periods described on this Section 6 based on the following reasons:

- Whether there is a legal obligation to which we are subject (for example, certain laws require us to keep records of your transactions for a certain period of time before we can delete them);
- Whether retention is advisable considering our legal position (such as, for statutes of limitations, litigation or regulatory investigations).

7. YOUR CHOICES ABOUT YOUR INFORMATION

We respect your privacy rights and provide you with reasonable access to the Personal Data that you may have provided through your use of the Services. If you wish to access or amend any other Personal Data we hold about you, you may contact us by opening a new support ticket or emailing us at legal@mosyle.com. At your request, we will have any reference to you deleted or blocked in our database.

As a Primary Leader, if you want to delete the Personal Data you provided to us in order to have an account with us for the School you represent, we will need to receive from you the necessary information to set another person with the School you represent to act as the Primary Leader. By doing that, you represent and warrant that you obtained the necessary approvals from this person and required him/her to read our Privacy Policy.

You, as a Primary Leader, may update, correct, or delete your Account information and preferences at any time by opening a new support ticket. .

Please note that while any changes you make will be reflected in active user databases instantly or within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

You may decline to provide Personal Data, in which case we will not be able to establish an account to the School you represent or provide our Services to your School.

At any time, you may object to the processing of your Personal Data, on legitimate grounds, except if otherwise permitted by applicable law. If you believe your right to privacy granted by applicable data protection laws has been infringed upon, please contact us at legal@mosyle.com.

You also have a right to lodge a complaint with data protection authorities.

This provision does not apply to potential Personal Data that is part of School's Data. In this case, the management of the School's Data is subject to the School's own Privacy Policy, and any request for access, correction or deletion should be made to the School responsible for the uploading and storage of such data into our Service.

Based on the permissions granted by the Primary Leader, Administrative Users can at any time update, correct, or delete any information, including potential Personal Data, that is part of the School's Data registered, uploaded and stored into our Service.

We have no direct relationship with the Users created by the School by the upload and storage of the School's Data, whose potential Personal Data it may process on behalf of a School. An individual who seeks access, or who seeks to correct, amend, delete inaccurate data should direct his or her query to the School or Administrative User they deal with directly.

If the School requests us to remove the data, we will respond to its request within thirty (30) days. We will delete, amend or block access to any Personal Data and School's Data that we are storing only if we receive a written request to do so from the Primary Leader who is responsible for such Account, unless we have a legal right to retain such Personal Data or School's Data. We reserve the right to retain a copy of such data for archiving purposes, or to defend our rights in litigation.

8. CROSS-BORDER DATA TRANSFERS

Sharing of information sometimes involves cross-border data transfers to or from the United States of America and other jurisdictions. For example, when the Services are available to users in the European Economic Area ("EEA"), Personal Data is transferred to the United States. We use the EU-US and Swiss-US Privacy Shield Framework and standard contractual clauses approved by the European Commission to validate transfers of EEA residents' personal information from the EEA to other countries. Standard contractual clauses are commitments between companies transferring personal information of EEA residents to protect the privacy and security of the transferred personal information. Please see Section for information about our participation in the EU-US and Swiss-US Privacy Shield Framework.

9. OUR PARTICIPATION IN PRIVACY SHIELD

Mosyle complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Frameworks (together "Privacy Shield Frameworks") as set forth by the U.S. Department of Commerce regarding the collection, use and retention of EU Personal Data (as defined below) transferred from European Union member countries and Switzerland to the United States. Mosyle has certified that it adheres to the Privacy Shield Principles with respect to EU Personal Data. If the

policies in this Privacy Shield Policy and the data subject rights under the Privacy Shield Principles conflict, the Privacy Shield Principles shall govern.

To learn more about the Privacy Shield program and to view our certification page, please visit <https://www.privacyshield.gov>.

With respect to EU Personal Data received or transferred pursuant to the Privacy Shield Frameworks, Mosyle is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission.

Definitions. In this section, the following terms have the following meanings:

“EU Personal Data” means any information relating to a EU User that identifies or can be used to identify that EU User, either separately or in combination with other readily available data that is received by Mosyle in the U.S. from the EEA or Switzerland in connection with the Services, including information provided offline, including Sensitive Personal Data.

“Sensitive Personal Data” means EU Personal Data regarding an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric data that uniquely identifies an individual, physical or mental health, or sexual life or orientation.

“EU User” means a User who resides in the EEA or Switzerland.

Privacy Shield Principles. Mosyle commits to processing EU Personal Data in accordance with the Privacy Shield Principles as follows:

(1) Notice

Prior to collecting EU Personal Data, Mosyle notifies EU Users about the categories of EU Personal Data that Mosyle collects and the purposes for collection and use of their EU Personal Data. Mosyle will only process EU Personal Data in ways that are compatible with the purpose for which Mosyle collected it or for purposes later authorized.

We use the EU Personal Data that we collect from EU Users of the Services as described in this Privacy Policy. Before Mosyle uses EU Personal Data for a purpose that is materially different from the purpose for which Mosyle collected it or that was later authorized, Mosyle will provide EU Users with the opportunity to opt out.

(2) Choice

If Mosyle collects Sensitive Personal Data, we will obtain explicit opt-in consent whenever Privacy Shield requires. Mosyle will obtain opt-in consent before EU Personal Data is disclosed to third parties other than those described in this Privacy Policy, before EU Personal Data is used for a different purpose than that purpose for which it was collected or later authorized, and whenever Privacy Shield requires.

Please see the **YOUR CHOICES ABOUT YOUR INFORMATION** section above for more information about how to exercise your choices.

(3) Accountability for Onward Transfer

Mosyle shares EU Personal Data collected through the Services as described above.

If Mosyle transfers Personal Data to a third party, Mosyle takes reasonable and appropriate steps to ensure that each third party transferee processes Personal Data transferred in a manner consistent with Mosyle's obligations under the Privacy Shield Principles. Mosyle will ensure that each transfer is consistent with any notice provided to EU Users and any consent they have given. Mosyle requires a written contract with any third party receiving EU Personal Data that ensures that the third party (i) processes the Personal Data for limited and specified purposes consistent with any consent provided by EU Users, (ii) provides at least the same level of protection as is required by the Privacy Shield Principles, (iii) notifies Mosyle if it cannot comply with Privacy Shield; and (iv) ceases processing EU Personal Data or takes other reasonable and appropriate steps to remediate.

As noted above, under certain circumstances, Mosyle may be required to disclose EU Personal Data in response to valid requests by public authorities, including for national security or law enforcement requirements.

Mosyle remains liable under the Privacy Shield Principles if an agent processes EU Personal Data in a manner inconsistent with the Principles unless Mosyle is not responsible for the event giving rise to the damage.

(4) Security

Mosyle takes appropriate measures to protect EU Personal Data from loss, misuse and unauthorized access, disclosure, alteration, unavailability and destruction. In determining these measures, Mosyle takes into account the risks involved in the processing and the nature of the EU Personal Data.

(5) Data Integrity and Purpose Limitation

Mosyle takes reasonable steps to ensure that such EU Personal Data is reliable for its intended use, accurate, complete and current. Mosyle adheres to the Privacy Shield Principles for as long as it retains EU Personal Data in identifiable form. Mosyle takes reasonable and appropriate measures to comply with the requirement under the Privacy Shield to retain EU Personal Data in identifiable form only for as long as it serves a purpose of processing.

Mosyle limits the collection of EU Personal Data to information that is relevant for processing.

Mosyle does not process EU Personal Data in a way that is incompatible with the purpose for which it was collected or subsequently authorized by an EU User.

(6) Access

A EU User has the right to access his or her EU Personal Data and to correct, amend, limit use of or delete the EU Personal Data if the Personal Data is inaccurate or processed in violation of the Privacy Shield Principles. Mosyle is not required to grant the rights to access, correct, amend and delete EU Personal Data if the burden or expense of providing access, correction, amendment or deletion is disproportionate to the risks to the EU User's privacy or if the rights of persons other than the EU User are or could be violated.

Please see the **YOUR CHOICES ABOUT YOUR INFORMATION** section above for more information about how to exercise your choices.

(7) Recourse, Enforcement, and Liability

In compliance with the Privacy Shield Principles, Mosyle commits to resolve complaints about your privacy and our collection or use of your Personal Data transferred to the United States pursuant to Privacy Shield. European Union and Swiss individuals with Privacy Shield inquiries or complaints should first contact Mosyle at legal@mosyle.com.

Mosyle has agreed to participate in the dispute resolution procedures of the EU Data Protection Authorities. Mosyle will cooperate with the appropriate EU Data Protection Authorities and the Swiss FDPIC during investigation and resolution of complaints concerning EU Personal Data and Swiss Personal Data that is transferred from the EEA or Switzerland to the United States under Privacy Shield.

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other

redress mechanisms. See Privacy Shield Annex 1 at <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>.

Mosyle commits to periodically review and verify its compliance with the Privacy Shield Principles and to remedy any issues arising out of failure to comply with the Privacy Shield Principles. Mosyle acknowledges that its failure to provide an annual self-certification to the U.S. Department of Commerce will remove it from the Department's list of Privacy Shield participants.

10. YOUR CALIFORNIA PRIVACY RIGHTS

If you are a California resident, you can request a notice disclosing the categories of Personal Data about you that we have shared with third parties for their direct marketing purposes during the preceding calendar year. At this time, Mosyle does not share Personal Data with third parties for their direct marketing purposes.

11. CHILDREN UNDER 16

The Services are not intended to be managed by individuals under the age 16. If we become aware that person managing our Services and submitting information is under age 16, we will delete the information as soon as possible. Except as described in this Privacy Policy, we do not request or knowingly receive Personal Data from Students or anyone else who is younger than the age of majority in their place of residence.

12. CHANGES TO THIS PRIVACY POLICY

The Effective Date at the top of this page indicates when this Privacy Policy was last revised. Unless applicable law prevents or a change is needed to protect the privacy or security of our users, we will notify you before any material change takes effect so that you have time to review the changes before they are effective. The [previous version of this Privacy Policy](#) will apply until the Effective Date. Your use of the Services after the Effective Date means that you accept the Privacy Policy as revised.

13. QUESTIONS

If you ever have questions about our online Privacy Policy, please contact us via email at legal@mosyle.com.

Terms of Service

TERMS OF SERVICE

Effective date: July 1st, 2021

ATTENTION: THIS TERMS OF USE (“AGREEMENT” OR “TERMS OF USE”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) (“YOU” OR “YOUR”) AND MOSYLE (HEREINAFTER “MOSYLE”, “COMPANY,” “WE” OR “US”) THE COMPANY THAT OWNS AND OPERATES THE [HTTPS://MANAGER.MOSYLE.COM/](https://manager.mosyle.com/) WEBSITE (“SITE”) AND THE MOSYLE MANAGER MOBILE APPLICATION (“MANAGER APP”), ON WHICH WE PROVIDE ONE OR MORE MDMs - OR A MOBILE DEVICE MANAGEMENT SERVICES - (“SERVICES”) THAT ENABLES SCHOOLS, DISTRICTS AND OTHER EDUCATIONAL ORGANIZATIONS (“SCHOOLS”) TO REMOTELY MANAGE SUPPORTED MOBILE DEVICES USED BY THEIR STUDENTS, TEACHERS AND STAFF. THIS AGREEMENT SETS FORTH THE LEGAL TERMS AND CONDITIONS FOR YOUR USE OF THE SITE AND ANY OTHER WEBSITE OWNED AND OPERATED BY COMPANY.

Before using the Services, it is important that you carefully read the Agreement, which is applicable to (a) “Leaders” -- this includes those who initially set up the Service (“Primary Leader”) and other that are granted Leadership privileges by the Primary Leader; (b) Administrators and Staff – those who operates the technical features available through the Services (“Administrators”) (Leaders and Administrators, collectively “Administrative Users”), c) Teachers – users for whom is guaranteed by an Administrative Users the powers to use the classroom features in order to manage students’ mobile devices during class time (“Teachers”), and d) Students: those who are enrolled at the School and uses a mobile device managed by the Services for educational purposes (“Students”). The terms “you” and “users” includes Administrative Users, Teachers and Students.

By using the Services in any way, you are representing and warranting that you agree with these Terms and will be legally bound to these Terms. These Terms also incorporate by this reference our Privacy Policy at <https://manager.mosyle.com/legal/privacy>, our Billing Policy at <https://manager.mosyle.com/legal/billing> and any and all other policies we may publish on our site. We reserve any rights not expressly granted herein.

If you are entering into these Terms on behalf of a School, District and or other educational organization as a Primary Leader, you represent that you have the authority to bind such entity, its Teachers, its Students and its Administrative Users, and its affiliates to these Terms. If you do not

have such authority, you may not use the Services. You acknowledge that these Terms are a contract between you and Mosyle Corporation, even though they are electronic and are not physically signed by you and Mosyle Corporation, and they govern your use of the Services.

You are free to reject these Terms, but that means that you cannot use our Services in any way.

This Agreement is in full effect while you or the entity that you represent use the Services in any way.

1. LICENSE

We hereby grant you a revocable, non-exclusive, non-transferable, limited right and license to use the Services in accordance with your Service plan. Mosyle Manager is provided to be used exclusively by Schools and for educational purposes only and shall not be used for any individual not connected with a School account or companies under any circumstances. The term of your License shall commence on the date that you create your account and will end if your account is terminated by either you or us. We reserve the right to immediately terminate your license if you use the Services in breach of the terms set forth herein or in the Privacy Policy. We retain all right, title and interest in and to the Manager App and Services, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer code, and all other rights whether registered or not and all applications thereof. The Manager App and Services are protected by applicable laws and treaties worldwide, and may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from us.

2. YOUR ACCOUNT

You are responsible for your account and information about yourself and the School you represent as well as protecting your username and password. You may not create or use an account on the Service for anyone other than yourself and Users directly connected to your School. You may not let others use your account and you may not share your login information with others. You must keep your contact, and School's profile information accurate and current. We will only disclose your identity to third parties in accordance with our Privacy Policy at <https://manager.mosyle.com/legal/privacy>.

Each School may have only one account. If several persons need to use an account at the same School, the School and the Primary Leader must designate such persons as Users.

3. SERVICES OVERVIEW

Through Mosyle Manager Services, Schools can remotely manage and enforce policies for the use of supported mobile devices by their teachers and students. The Administrative Users (starting with

the Primary Leader) have the power to freely register all the other Users, providing information as name, email and role (“School’s Data”). The email address is not required to register a Student; any unique information (including but not limited to an e-mail address) that allows differentiating users can be used.

The School and the Administrative Users are solely responsible for the information of Students and Teachers registered in the Services, and represent and warrant that they have obtained in advance all required consents in writing from users (including any legally required parental consent) and explain all the managing features and possibilities of the Services, and encourage them to read our Privacy Policy.

The use of the Services by Schools is allowed only for internal, non-commercial, educational use, and only in a manner that complies with all laws that apply to them. If their use of the Services is prohibited by applicable laws, then they aren't authorized to use the Services. We can't and won't be responsible for your use of the Services in a way that breaks the law.

After you establish your School’s account (Primary Leader) or other Administrative User send you your account info, the following terms apply to your use of the Service:

(a) Account Access: You are fully responsible for any activity that occurs in connection with your Account, whether or not authorized, and for maintaining the confidentiality of passwords and any other credentials used to access your Account. In the event you discover any unauthorized access and/or use of your Account, you agree to immediately terminate such access and/or use, and to promptly notify us;

(b) Using your Account: To use the Services, follow the provided instructions. If you are unable to use your Account for any reason, please contact Customer Support.

4. PROHIBITIONS

You may not use the Services with any purpose different than to remotely manage and enforce policies for the use of supported mobile devices by Teachers and Students of your School, including but not limited to:

(a) Copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code of the Mosyle Manager App or Services;

(b) Remove or obscure the copyright notice or other notices displayed in connection with the Services;

(c) Interfere with or disrupt the Services, or servers and networks connected to the Services, or circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Services;

(d) Allow any third party to use the Services under your account, share your password or other

account information with anyone, create additional accounts for any reason whatsoever, or use the account of any third party; excepted otherwise for the means officially available in the Services;

(e) Utilize the Services for the purpose of monitoring the mobile device usage of any individual other than Teachers and Students of your School;

(f) Use any robot, spider, scraper, or other automated means to access the Services for any purpose; or

(g) Knowingly disseminate or transmit any worms, viruses or other harmful, disruptive or destructive files, code, programs or other similar technologies, or otherwise utilize the Services in any manner that violates any statute, rule, or regulation.

5. REPRESENTATIONS AND WARRANTIES BY THE USER

The Services are made available to you in reliance upon the following representations and warranties: (i) If you are a Primary Leader, the information you provided when creating your account was complete and accurate in all respects and you are over the age of eighteen (18) and you have full power and authority to represent your School and are establishing this account to manage the mobile device usage of Teachers and Students of your School; (iii) you will use the Services only for its intended purpose; (iv) you will not use the Services for the purpose of violating any statute, rule, or regulation; (v) you will not use the Services to facilitate the distribution of computer viruses, spyware, or any other malicious code; (vi) you will not use the Services to violate the privacy rights of any third party; and (vii) you will not use the Services in any manner other than as described herein. You further represent and warrant that you have designated Mosyle Corporation as a “school official” with a “legitimate educational interest in all personally identifiable information received through the use of the Service” (as those terms are used in 34 C.F.R. 99.31(a)).

(viii) if the School you represent is located in the State of Illinois, and the School maintains a website, you must ensure that the School will publish these Terms and Mosyle Manager’s Privacy Policy available at <https://manager.mosyle.com/legal/privacy> on the School's website. If the school does not maintain a website, you must make sure that a printed version of these Terms and Mosyle Manager’s Privacy Policy available at <https://manager.mosyle.com/legal/privacy> are available for inspection by the general public at the School’s administrative office.

6. PROTECTION OF SCHOOL’S DATA

Mosyle will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of School’s Data, as described in the Guidelines. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of School’s Data by Mosyle personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law , or (c) as a School or Administrative User

expressly permit or request.

The Services will be performed using equipment or facilities located in the United States. Mosyle's US based service providers are either Privacy Shield compliant or have executed Standard Contractual Clauses (as approved by the European Commission) that provide legal grounds for assuring that, when processed in the United States, the personal data of EU citizens that are processed by Mosyle customers when using the Services will receive from Mosyle and its service providers located outside the EU an adequate level of protection within the meaning of Article 46 of Regulation (EU) 2016/679 (General Data Protection Regulation).

By agreeing to these Terms, the School grants Mosyle a general authorization in the meaning of Article 28 (2) of Regulation (EU) 2016/679 to engage processors for the purposes of providing the Services. Mosyle will inform the School of changes in such processors in accordance with the procedure of modifying these Terms as stipulated below.

List of processors:

- **Azure**

The extensive list of Microsoft AZURE security reports and attestations can be found [here](#).

- **Pipedrive**

Pipedrive provides a Customer Relationship Management platform. Based in the US (Privacy Shield certified) and in the EU.). See Pipedrive's [Terms of Service](#) and [Privacy Policy](#).

- **Mailgun**

Mailgun provides email communication and subscription management. See Mailgun's Terms of [Service](#) and [Privacy Policy](#).

- **Stripe**

Stripe provides payment card processing services. Their Terms of Service and Privacy policy can be found [here](#)

7. DATA BREACH NOTIFICATION AND RESPONSE

School will immediately notify Mosyle Corporation of any unauthorized use of the Service or any other breach of security relating to the Service.

Mosyle Corporation will store and process confidential information in accordance with customary industry standards. Mosyle Corporation will have a written data breach response plan and will take commercially reasonable steps to notify the School once it becomes aware of a data breach known to involve, or likely involving, School confidential information. The data breach notification will be performed, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred. Mosyle Corporation will cooperate with the School to comply with any applicable data breach notification laws.

8. DATA PROCESSING CONTRACT

For the purposes of Article 28 of Regulation (EU) 2016/679, these Terms constitute the data processing contract between the School as the data controller and Mosyle as the data processor. The School hereby instructs Mosyle to process the data as described in these Terms.

(a) Subject matter and nature of processing. Mosyle provides the Platform where the School, as the data controller, can collect, store and organize the personal data of data subjects determined by the School. The Services has been designed to work as education-only mobile device management tool but, to the extent not regulated by these Terms, the School decides how they use the Services.

(b) Duration. Mosyle will process data on behalf of the School until the termination of the Services in accordance with these Terms. Mosyle will delete all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data.

(c) Parties' rights and obligations. The School's rights and obligations regarding School's Data are provided in these Terms. Mosyle ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Mosyle takes all measures required pursuant to Article 32 of Regulation (EU) 2016/679. Mosyle undertakes to make available to the controller all information necessary to demonstrate compliance with their obligations and to allow for and contribute to audits, including inspections, conducted or mandated by the School as the data controller.

9. UPGRADING ACCOUNT & PAYMENT

To the extent you use a Service plan that is made available for a fee, you must be a Leader and you will be required to select a payment plan and provide accurate information regarding your credit card or other payment instrument. You will promptly update your account information with any changes in your payment information. You agree to pay Mosyle Manager in accordance with the terms set forth on the Site (<https://manager.mosyle.com/pricing> and related pages), on our Billing Policy (<https://manager.mosyle.com/legal/billing>) and these Terms, and you authorize Mosyle Corporation or its third-party payment processors to bill your payment instrument in advance on a periodic basis in accordance with such terms.

10. NO WARRANTY

The Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. You assume all responsibility for the selection of the Mosyle Manager Services to achieve your intended results.

EXCEPT AS OTHERWISE SPECIFIED HEREIN, WE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION CONCERNING THE ACCURACY OF THE SERVICES. IF YOU RELY ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION YOU OBTAIN VIA YOUR USE OF THE SERVICES, YOU DO SO SOLELY AT YOUR OWN RISK. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions are not allowed, they may not apply to you.

11. LIMITATION OF LIABILITY

In no event shall we be liable to you or any other party for any indirect, special, incidental, consequential, or punitive damages, however and wherever arising, that may result from the delivery or failure of the Services, including without limitation to losses incurred due to: (a) software glitches, server failures, power outages, or any other issue beyond our control; (b) any delays in or failure of the Services to operate as described; (c) any unauthorized disclosure of account information or other Service disruptions that may occur through the actions of any third party, such as hackers; (d) any damages that may occur to a telephone or other mobile device that results from the use of the Services; (e) damages or losses of any kind resulting from actions you take in reliance upon any results or other information provided by the Services; and (f) any other damages or losses you may incur in connection with the Services.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE SIX (6) MONTHS PRIOR TO BRINGING THE CLAIM. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH IN THIS SECTION MAY NOT APPLY TO YOU.

12. INDEMNIFICATION

You are solely responsible for using our Services in accordance with applicable law, and agree to indemnify, hold harmless, and defend us, together with our officers, directors, employees, agents, subsidiaries, and affiliates (the "Indemnified Parties"), from and against any claims, actions, proceedings, and suits (collectively "Claims") brought against us by any third party or regulatory agency that are associated with your use of the Services (including, but not limited to, invasion of privacy claims), and you expressly agree to assume liability for any damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) that may be incurred by us in connection with any Claim subject to this section.

13. GOVERNING LAW AND ARBITRATION

This Agreement will be governed by the internal law of the state of Delaware.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Orlando, Florida, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof.

14. LIMITATION OF ACTIONS

Any claim or cause of action arising out of your use of the Service must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or any related right shall not constitute a waiver of that right or provision.

15. MODIFICATION AND NOTICE OF CHANGES

We reserve the right to change, modify, add or remove portions of these Terms, without advance notice to you. We will notify you of any such changes by posting a notice on our Site and/or via email. The new Terms will reference the effective date at the top of this page together with a link to previous versions. Except as stated elsewhere, such amended terms will be effective immediately and without further notice. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes.

16. ENTIRE AGREEMENT

These Terms and any document incorporated by reference herein constitute the entire agreement between you and us and govern your use of the Services, superseding any prior agreements between us.

17. SEVERABILITY

If any provision of these Terms is found by a court or other binding authority to be invalid, the remaining provisions contained in these Terms shall continue in full force and effect.

18. VIOLATIONS

We reserve the right to take any action it deems appropriate if we determine, in our sole and absolute discretion, that you have violated these Terms. Such action may include cancelling your account, terminating your license to use the Services, or initiating civil or criminal legal proceedings. If you have any questions or concerns regarding these Terms, please contact us.

Mosyle Corporation

legal@mosyle.com

Billing Policy

MOSYLE MANAGER BILLING POLICY

Effective date: March 21, 2019

This policy sets forth the billing related terms and conditions (“Policy”) of Mosyle Corporation (“Company”) for customers of Mosyle Manager available on <http://manager.mosyle.com> (“Mosyle Manager”) and who elect to purchase our Premium Package (the “Premium Package”). Although we do not wish to be overly formal in our relationship with our customers, we have found it to be useful to address in some detail the terms of our billing procedure. The Policy remains subject to the Terms of Service which appears on <http://manager.mosyle.com/legal/terms> (“TOS”). Capitalized terms that are not otherwise defined herein have the meaning ascribed to them in the TOS. In this Policy, the words “you” and “your” refer to each Mosyle Manager customer, visitor or user; and “we”, “us” and “our” refers to Company; and “Services” refers to all services provided by us through Mosyle Manager. If you submit an order to purchase the Premium Package, you signify your consent to this Policy as well as the TOS.

BILLING FOR MANAGED DEVICES

In order to have access to all features included on the Premium Package of Mosyle Manager, you need to purchase licenses for all devices that you are planning to manage with Mosyle Manager. The billing for the Premium Package is charged based on the number of Managed Devices.

When purchasing licenses for the Premium Package for its Managed Devices for the first time, you will need to choose between one of two methods offered by Company: Subscription Licenses or Device-Assigned Licenses. A minimum of 30 licenses is required for an initial purchase or renewal of licenses for the Premium Package of Mosyle Manager.

Only one method can be selected by you for your account. The selected method will be applied to all of your current and future Managed Devices. For the purposes of this Policy, the term “Managed Devices” includes all the mobile devices that were enrolled on your customer account on Mosyle Manager.

You cannot have Managed Devices under different licensing methods on the same account. If you have already selected one method and want to switch, please contact our team at:

finance@mosyle.com.

1. SUBSCRIPTION LICENSES

The Subscription Licenses method is charged based on the number of Managed Devices that receive any remote command through or originating with Mosyle Manager, automatically or manually, during the billing period.

By using the Subscription Licenses method, the licenses are not assigned to specific devices, and you can replace Managed Devices without the need of purchasing additional licenses by releasing licenses currently in use through a Proper Removal (defined below).

Except with respect to a “Proper Removal”, as defined below, a device will be charged even if the enrollment profile, which enabled such remote communication, was manually removed from the device or the device was formatted or wiped after the enrollment.

To remove a device from the list of Managed Devices and to avoid further charges under the Subscription License method for a specific Managed Device, you, through an authorized Administrator user, must log in to Mosyle Manager, click on the Management tab on the bottom bar, select “Devices (Bulk Operations)” on the menu, select a device and click on “Remove Device / Remove MDM” (each, a “Proper Removal”).



1.1. Monthly Subscription - Legacy

The Monthly Subscription was discontinued by Company and the rules below only apply to legacy accounts that had subscribed to the Monthly Subscription when it was offered and have not canceled the Monthly Subscription.

For Monthly Subscriptions, the only payment method accepted by Company, regardless of the number of Managed Devices, is a valid credit/debit card that you have registered on Mosyle Manager. Monthly Subscription billing is based on the availability of products and services, not based on usage.

All recurring subscription premium accounts are set up on a prepaid basis, and payment must be received by Company before any billable product or service is provided or activated. All recurring subscriptions are automatically invoiced and charged to the credit/debit card on file. Payment receipts will be emailed to the Administrator user who initially provided the credit/debit card details and completed the subscription. On the Subscriptions tab, Administrators can find the invoices, receipts, and the list of charged Managed Devices for the preceding 12 months.

Invoices are generated, and the credit/debit cards are automatically charged, during the first 5 days of each month (billing period) and will include the prepaid value for the month for all Managed Devices on your account for that month plus the value of the Managed Devices added during the prior month and not previously charged. All Managed Devices will be billed for the entire month during which such Managed Devices are removed pursuant to a Proper Removal or new enrollment, regardless of the actual number of days such Managed Devices actually remotely communicate with Mosyle Manager.

For the first month of recurring Monthly Subscription to the Premium Package, the following rules will apply:

If the Monthly Subscription is made before or on the 20th day of the month, Company will charge the full price per device for the subscription month regardless of the number of days that such Managed Devices actually remotely communicate with Mosyle Manager. Company will not prorate the cost of unused days;

If the Monthly Subscription is made after the 20th day of the month, Company will not charge for the remainder of that month and the first billing period will start on the first day of the following month.

On each billing date, Company will invoice and charge you based on the largest number of Managed Devices during the billing period.

Cancellation of Monthly Subscription: You must cancel your Monthly Subscription to the Premium Package at least 10 days prior to Company's next scheduled billing date to avoid being charged for

the month to which the invoice corresponds on such billing date. In the event of cancellation of a Monthly Subscription, Company will provide you with continued access to the Premium Package features through the end of your final billing period. Company will not prorate or refund any portion of the subscription fees. The extent Company's final invoice to a customer that cancels the Monthly Subscription does not reflect the actual number of Managed Devices being used by the canceling customer, Company will generate a supplemental invoice and charge the credit card registered with Company for all Managed Devices that were not included on the initial invoice.

1.2. Annual or Multi-Year Subscriptions

You may subscribe to the Premium Package through Annual or Multi-Year Subscriptions offered by Company.

For Annual or Multi-Year Subscriptions, the following payment methods are accepted subject to the following conditions:

Credit/Debit Card: for all customers and number of devices. Customers are required to keep a valid credit/debit card on file to applicable charges; or

Check or Wire Transfer: only for customers legally established to do business in the United States and for accounts with more than 200 devices.

Annual or Multi-Year Subscription billing is based on the availability of products and services, not based on usage. Annual or Multi-Year Subscriptions to the Premium Package are set up on a prepaid basis and must be received by Company on or before the due dates specified on each invoice.

On the Subscriptions tab, Administrators can find the invoices, receipts, and the list of charged Managed Devices for the preceding 12 months.

Company will charge you for all Managed Devices added during any specific subscription period based on a pro-rated cost calculated according to the number of months in any subscription period during which month the Managed Device was capable of communicating with Mosyle Manager regardless of whether the Managed Device affects any such communication. For these Managed Devices, invoices will be generated automatically within the first 5 days of each month.

You agree that, for administrative convenience, and without waiving any rights that Company may have, Company may defer sending an invoice until the accrued fees owed by you with respect to Managed Devices and related charges exceed \$30 US.

For customers paying using credit/debit card, the card will be automatically charged. If Company is not able to collect the outstanding fees owed by you by charging the your credit/debit card associated with your account, and such delinquency continues for more than 15 days from the date on which Company initially charged the credit/debit card, the Annual or Multi-Year Subscription of the Premium Package will be automatically converted to the "Frozen Status" (as defined below).

For customers paying by Check or Wire Transfers, an invoice will be automatically generated and sent to all Administrators with the applicable payment instructions.

Example of calculating additional devices follows:

Ex: On August 1, 2018 customer purchased an Annual Subscription to the Premium Package for 300 devices and paid \$5.50 (example) per device, with a total of \$1,650.00. The Annual Subscription will expire on July 31, 2019. In December (any day of the month) customer added five more devices. On January 1, 2019 Company invoiced customer for the five additional devices at a rate of 1/12 of the full annual price per month until July 31, 2019 and charged the credit/debit card on customer's account for \$3.66 per device, with a total of \$18.30. The customer then has the right to use the Premium Package features and services for 305 devices until July 31, 2019.

Company will not prorate a refund for Managed Devices removed after the payment Annual or Multi-year Subscriptions.

If you want to replace devices, you must remove a device before enrolling a new one to avoid any additional device charges. To remove a device from the list of Managed Devices and avoid charges, you must complete a Proper Removal (as defined above).

Automatic Renewal of Annual and Multi-Year Subscription: Between 45 and 15 days prior the end of an Annual or Multi-Year Subscriptions period for a Premium Package, a customer (through an Administrator user) can navigate to the Subscriptions tab and opt to cancel and not renew the Premium Package for the next year, adjust the number of devices, change the payment method for the next period, or switch to a different subscription period offered by Company. If any change on

prices is applicable, Company will email all the Administrators and place alerts on the Mosyle Manager software.

If you fail to cancel or modify the Annual or Multi-year Subscriptions for the Premium Package, as described above, prior to the fifteenth day preceding the expiration date of an existing Annual or Multi-year Subscriptions, Company will automatically renew the Annual or Multi-year Subscriptions for the Premium Package based on the number of Managed Devices verified on that day. For customers paying by credit/debit card, Company will automatically charge the credit/debit card for the amount of the renewed subscription fee. For customers paying by Check or Wire Transfers, Company will email for all Administrators the invoice with the applicable payment instructions.

In the event that you elect to cancel or modify an Annual or Multi-year Subscriptions of a Premium Package, as set forth above, or add new Managed Devices in the month preceding such cancellation or modification, Company will generate an invoice and charge you for the additional Managed Devices to the extent that such additional Managed Devices were not previously invoiced.

Frozen Status: For cases when an invoice is not paid on the due date for customers paying with Check or Wire Transfer, or when Company is not able to charge the credit/debit card for more than 15 days, Company will suspend your access to the Premium Package features and services and convert it to "Frozen Status". The 15 day period is counted from the 16th day after the applicable payment is due.

During the "Frozen Status" period, you will not have access to the Premium Package features or services, and will only have the right to use the free features of Mosyle Manager for all Managed Devices. During the first 15 days of the Frozen Status period, you will be able to continue accessing Premium Package features and services. If you pay during the first 15 days of the Frozen Status period, those days will be automatically added to the expiration date. If the outstanding amounts owed are not paid during the first 15 days of Frozen Status but are subsequently paid, you will have access to the Premium Package features but no days will be added to the initial expiration date of your subscription.

Examples of the "Frozen Status" restriction are as follows:

Case 1: The annual subscription of the Premium Package was made on August 1, 2018 and the expiration date is July 31, 2019. On October 1, 2018 Company invoiced the customer for 10 devices added in September 2018 but Company did not get payment. On October 16, 2018 the customer's

subscription was converted to Frozen Status, and the customer access to the Premium Package features and services was suspended. After 10 days of Frozen Status, the customer paid the outstanding amounts due. The account returned to Active Status with access to all Premium Package features and 10 days was added to the license term so that the final expiration date is August 10, 2019.

Case 2: The annual subscription of the Premium Package was made on August 1, 2018 and the expiration date is July 31, 2019. On October 1, 2018 Company invoiced the customer for 10 devices added in September 2018 but Company did not receive any payment. On October 16, 2018, the customer's subscription was converted to Frozen Status, and the customer access to Premium Package features was suspended. After 25 days of Frozen Status, the customer paid the outstanding amounts due for the additional devices. Upon Company's receipt of such payment, the account returned to Active Status. No days were added to the Premium Package subscription term as a result of the "Frozen Status" period.

2. DEVICE-ASSIGNED LICENSES

Company also currently offers the Device-Assigned Licenses method.

By choosing the Device-Assigned Licenses method, a license will be automatically assigned to a specific Managed Device, by using its serial number, upon the first enrollment of that specific Managed Device on your account.

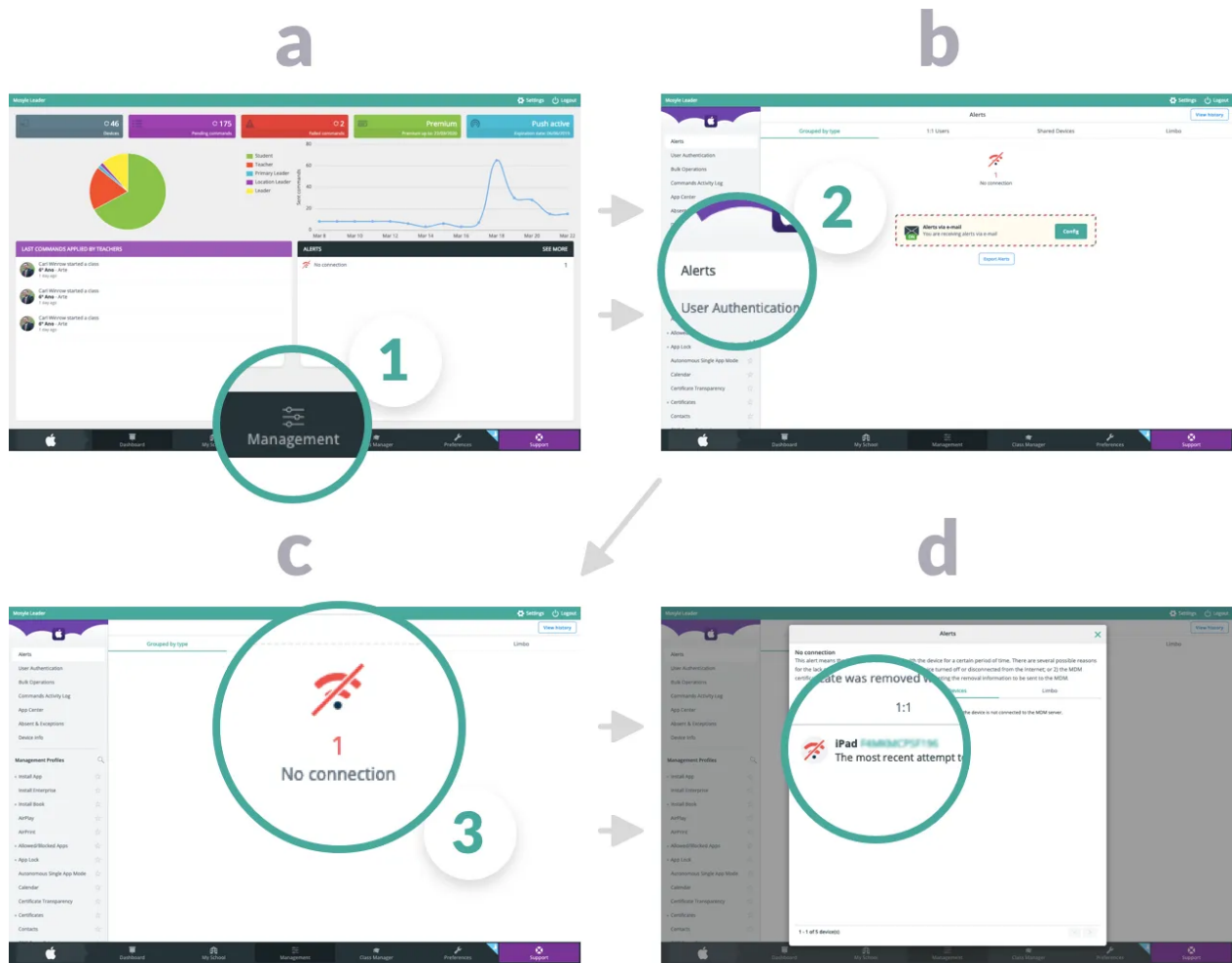
After the initial assignment of a Device-Assigned license to a Managed Device, the Device-Assigned license will remain valid while that device will remain an active Managed Device with Mosyle Manager.

In order to continue as an active Managed Device with Mosyle Manager, the device:

Cannot be removed from Mosyle Manager by using a Proper Removal;

Must communicate with Mosyle Manager at least 1 time during the previous 12 months. A device will be considered as not communicated if it is listed and included in the "No Connection Alert" as

shown below for 12 consecutive months.



For the Device-Assigned license, the following payment methods are subject to the following conditions:

Credit/Debit Card: for all customers and number of devices. Customers are required to keep a valid credit/debit card on file to applicable charges.

Check or Wire Transfer: only for customers legally established to do business in the United States and for accounts with more than 200 devices.

Subscription billing is based on the availability of products and services, not based on usage. Device-Assigned licenses to the Premium Package are set up on a prepaid basis and must be received by Company on or before the due dates specified on each invoice.

On the Subscriptions tab, Administrators can find the invoices, receipts, and the list of charged Managed Devices for the preceding 12 months.

If no license is available and a new Managed Device is enrolled for the first time, Company will automatically create and assign a license to the new Managed Device and charge you for all additional Managed Devices added during any specific month, by invoicing automatically during the first five days of the following month.

For customers paying using credit/debit card, the card will be automatically charged. If Company is not able to collect the outstanding fees owed by you by charging the credit/debit card associated with your account, and such delinquency continues for more than 15 days from the date on which Company initially charged the credit/debit card, your account will be automatically converted to the "Frozen Status" status (as defined above).

For customers paying by Check or Wire Transfers, an invoice will be automatically generated and sent to all Administrators with the applicable payment instructions.

Company will not prorate a refund for Managed Devices removed after the payment of Device-Assigned Licenses.

Transferring Device-Assigned Licenses: Once a license is assigned to a Managed Device as described above, the license cannot be transferred to any other Managed Device.

If a Managed Device is replaced under an applicable warranty from the device manufacturer or other warranty provider, please contact our team at finance@mosyle.com.

Device OS Support: Mosyle Manager will remain compatible with the 2 most current versions of the device OS only.

3. CANCELLATION OF CREDIT CARD

Cancellation of the credit card that you have registered with Company and to which the applicable subscription fee is to be billed is not a proper manner of terminating your subscription to the Premium Package.

4. BILLING DISPUTES

You may object to any amounts for the Premium Package invoiced to you at any time before, at the time of, or after payment is made, provided such objection is made in writing to Company no later than 10 days following the invoice date. If you do not report a dispute within 10 days following the date of the applicable invoice, you shall have waived your right to dispute the invoice. You and Company agree to resolve all billing and payment disputes in good faith. Any disputed amounts resolved in favor of you shall be credited to your account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Company shall be due within 10 days of the resolution of the dispute.

5. REFUNDS

Subscription fees are nonrefundable and will not be prorated unless otherwise specified herein.



Acknowledgement Form - Mosyle Manager / Mosyle OneK12

This Acknowledgement Form memorializes the parties' agreement for Customer to receive software and/or services ("Products") that are offered by Mosyle Corporation ("**Mosyle**"). Customer (as listed below) may select which Product to receive from Mosyle under the Agreement (as defined below). The Terms apply to all Orders.

- "**Agreement**" means the Terms, and all attachments, exhibits, product specifications, schedules, policies and instructions incorporated by reference thereto.
- "**Order**" means any purchase order. To the extent that Customer issues a purchase order to cover the Products and Services under the Agreement, if there is a conflict between the purchase order terms and conditions and the Agreement, the Agreement will control.
- "**Terms**" means the Terms of Service at: [<https://school.mosyle.com/legal/terms>], Privacy Policy at: [<https://school.mosyle.com/legal/privacy>], and Billing Policy at: [<https://school.mosyle.com/legal/billing>], that may be updated from time to time and that apply to Customer's ordering of Products.
- "**Special Rights**" means specific rights that were negotiated by Mosyle and Customer, and formalized on this Acknowledgement Form, to supplement the Terms when applied to the Customer. No other Special Rights other than those defined on this Acknowledgement Form will apply to regulate the use of the Product by the Customer.

All capitalized terms used but not defined in this Acknowledgement Form have the meanings provided for them in the Terms.

1. BY EXECUTING THIS ACKNOWLEDGEMENT FORM, EACH PARTY ACKNOWLEDGES AND AGREES TO COMPLY WITH THE TERMS OF SERVICE, BILLING POLICY, AND PRIVACY POLICY AND FURTHER AGREES THAT CUSTOMER'S RIGHT TO ACCESS AND USE THE PRODUCTS ARE SUBJECT TO ALL OTHER TERMS AND CONDITIONS IN THE AGREEMENT.

2. As a Special Right, the Indemnification provisions described on Section 12 of the Terms of Services, will be applied to the Customer to the extent permitted by the internal law of the state of Texas, without waiving its governmental immunity.

3. As a Special Right, the Governing Law and Arbitration described on Section 13 of the Terms of Service, when applied to the Customer, will be governed by the internal law of the state of Texas and should take place in the County of Dallas, Texas. Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution processes.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES SET FORTH BELOW AS OF THE DATE INDICATED BELOW AND EFFECTIVE AS OF THE DATE FULLY SIGNED BY BOTH PARTIES.

Mosyle Corporation



Signature

Alcyra Araujo

Printed Name

CEO

Title

May 11 2023

Date

Coppell Independent School District



Signature

Stephen McGilvray

Printed Name

Executive Director of Technology

Title

May 11 2023

Date