

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and nSide, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain School Safety and Security, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for School Safety and Security the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2498 for School Safety and Security; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2498 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25320, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200

Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

nSide
4031 Parkway Dr,
STE B
Florence, AL 35630
ATTN: Cameron Martin
Email: cameron.martin@nside.io

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render

unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
 Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...
 Printed Name: Patricia M. Mulvihill
 Title: Executive Director
 LEAGUE OF OREGON CITIES
 Dated: April 3, 2025 | 12:19 PM PDT

VENDOR:

Signed by:
 Signature: Cameron Martin
855D34FFB25A49D...
 Printed Name: Cameron Martin
 Title: chief operating officer
 nSide, Inc.
 Dated: April 3, 2025 | 12:06 PM PDT

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

SCHOOL SAFETY AND SECURITY	
Product Category	Percentage (%) off List Price
TELECOM AND ALERT SYSTEMS	
WEAPON DETECTION	
ACTIVE SHOOTER SOLUTIONS	16%
WINDOW AND DOOR SECURITY	16%
EMERGENCY RESPONSE	16%
FIRST AID AND TRAUMA SUPPORT	
OTHER	16%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



800.604.1822
4031 Parkway Dr. Ste B
Florence, AL 35630
nside.io



nSide Privacy Policy and Terms of Service

Privacy Policy

Effective Date: February 15, 2022

Introduction

This Privacy Policy applies to data collection by nSide, Inc. (“nSide,” “we” or “us”) via the websites, nside.io (the “Site”) and shall apply to your use of the Site. This Privacy Policy excludes services that state that they are offered under a different privacy policy. This Privacy Policy governs the manner in which nSide collects information from you (“User” or “you”) on the Site.

Our Privacy Policy explains: (1) what information we collect and why we collect it; (2) how we use and share that information; (3) the choices we offer, including how to access and update information. Specifically, our Privacy Policy covers the following topics:

1. When This Privacy Policy Applies
2. Terms of Service
3. Information We Collect
4. How We Use Information We Collect
5. Our Legal Basis for Collecting Personal Data
6. Information We Share
7. Your Failure to Provide Personal Data
8. Our Retention of Your Personal Data
9. Your Choices and Accessing, Updating or Deleting Your Personal Data
10. Our Opt-in/Opt-out Policy
11. Third-Party Links
12. International Transfer

13. How We Protect Personal Data
14. Children
15. Direct Marketing and “Do Not Track” Signals
16. Changes to this Privacy Policy
17. Student Privacy Pledge
18. Compliance with F.E.R.P.A. and H.I.P.A.A.
19. How to contact us

Please familiarize yourself with our privacy practices and let us know if you have any questions. By using the Sites, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Sites.

Irrespective of which country you live in, you authorize us to transfer, store, and use your information in the United States. The privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. Learn more about our data transfer operations in the “International Transfer” section below. If you do not agree to the transfer, storage and use of your information in the countries where we operate, please do not use the Sites.

If you have any questions or comments about this Privacy Policy, please submit a request to help@nside.io.

When this Privacy Policy Applies

Our Privacy Policy applies to the services offered by nSide Inc. on the Sites and excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you, or other sites linked from our services or Sites. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Terms of Use:

nSide Inc. abides by the following Terms of Use:

Modification of These Terms of Use:

We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and such changes will be effective immediately upon posting. Your continued access or use of the Website signifies your acceptance of the updated or modified Agreement. Unless otherwise indicated, any new material added to the Website will also be subject to the Agreement. Be sure to return to this page periodically to review the most current version of the Agreement.

Who Can Use the Website:

The Website is not intended to be used by persons under the age of 18 years old. If you are under the age of 18 years old, please do not use the Website. If you are submitting information for a business entity, by doing so, you represent that you have the authority to bind that business entity to the Agreement. We may, in our sole and absolute discretion, refuse to allow use of the Website or accept a person's or entity's information and may, at any time, refuse to permit a person's, or entity's, continuing use of the Website for any reason or for no reason, in our sole discretion.

User Conduct and Obligations:

The content and information on the Website, including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material, (collectively, the "Content"), as well as the infrastructure used to provide such Content, is proprietary to nSide Inc. Without our prior written permission, you may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify our trademarks or other proprietary information in any way. You agree to follow all applicable laws and regulations when using the Website. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. Additionally, you agree not to:

1. Provide false or misleading information about yourself to nSide Inc., impersonate any other person, or otherwise attempt to mislead others about your identity or the origin of any Content, message or other communication;
2. Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe any party for any services if you are not expressly authorized by such party to do so;

3. Collect information about other visitors to the nSide Website without their consent or otherwise systematically extract data or data fields, including without limitation any financial data or email addresses;
4. Probe, scan, test the vulnerability of or breach the authentication measures of the Website or any related web pages, networks or systems;
5. Use any robot, spider, scraper, deep link or other automated or manual means to access the Website, or copy and/or redistribute any Content, information or software on the Website;
6. Manipulate or otherwise display the Website by using framing, creating deep-links to the Website by bypassing the Website's home page, mirroring or similar navigational technology or directly link to any portion of the Website other than the main home page without the prior written consent of nSide Inc.;
7. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by nSide in connection with the Website;
9. Input or upload to the Website any information that contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or information or that infringes the intellectual property rights of another;
10. Use or access the Website in any way that, in nSide's sole judgment, adversely affects the performance or function of the Website or interferes with the ability of authorized parties to access the Website, including but not limited to any action that imposes, or may impose, in nSide's sole discretion, an unreasonable or disproportionately large load on our infrastructure; and
11. Engage in, perform or conduct any of the prohibited actions or activities identified below under "Reviews, Comments and Use of Other Interactive Areas."

Except for public domain material, the Website is protected by intellectual property laws, including U.S. copyright laws. You are hereby granted a non-exclusive license to use the Content at the Website while connected to the Website (including, where available, to email individual Content to others directly from this site). You are also granted a limited license to print one copy of any Content posted at the Website, but only for your personal use. Except as expressly provided above, all other rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on the Website, electronic reproduction, adaptation, distribution, performance or display is prohibited. Commercial use of any of the Content is strictly prohibited. Use of any of our trademarks such as metatags on other web sites also is strictly prohibited. You may not display the Website in frames (or any of the Content via in-line links) without our express written permission, which may be requested by contacting us through our feedback form.

Electronic Communications:

When you visit the Website or send or accept electronic messages through the Website, you are communicating with us electronically, and as a result, you consent to receive communications from us electronically. We may communicate with you by email or other authorized form of electronic message or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in the Agreement. You have a right to withdraw your consent to receive electronic communications at any time, and may request a paper version of any electronic communication. You acknowledge that such withdrawal of consent will prohibit you from accessing and using core functionalities of the Website. You further acknowledge that we reserve the right to charge you a reasonable fee for the production and mailing of paper versions of electronic communications, unless charging a fee is prohibited by applicable law. To request a paper copy of an electronic communication, write us at help@nside.io. The Website supports the most current released version of Chrome, Firefox, Safari, Edge, and Internet Explorer web browsers.

Reviews, Comments and Use of Other Interactive Areas:

Please be aware that by submitting any message, data, information, text, music, sound, photos, graphics, code or any other Content to the Website by electronic mail, postings on the Website, or other social network platforms operated by nSide Inc., including any questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you are certifying that you are the rightful owner or licensee of the Submission and you grant nSide Inc. a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised;

and (b) use the name that you submit in connection with such Submission. You acknowledge that nSide Inc. may choose to provide attribution of your comments or reviews at our discretion. You further grant nSide Inc. the right to pursue at law any person or entity that violates your or nSide Inc.'s. rights in the Submissions by a breach of the Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary. The Website and nSide Inc.'s other social network platforms may contain discussion forums, bulletin boards, reviews or other means in which you or third parties may post Content, messages, materials or other items on the Website ("Interactive Areas"). If nSide Inc. provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Website any of the following:

1. Any Submission that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
2. Submissions that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
3. Submissions that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
4. Submissions that impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity, including nSide Inc.; . Unsolicited promotions, political campaigning, advertising, contests, raffles, or solicitations; . Private information of any third party, including, without limitation, surname (family name) addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
7. Viruses, corrupted data or other harmful, disruptive or destructive files;
8. Any Submission that is unrelated to the topic of the Interactive Area(s) in which such Submission is posted; or
9. Submissions or links to Content that, in the sole judgment of nSide, (a) violates the previous subsections herein, (b) is objectionable, (c) restricts or inhibits any

other person from using or enjoying the Interactive Areas or the Website, or (d) exposes or could expose nSide or its customers to any harm or liability of any type.

nSide Inc. takes no responsibility and assumes no liability for any Submissions posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is nSide liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. nSide Inc. is not liable for any statements, representations or Submission provided by its Users in any public forum, personal home page or other Interactive Area. Although nSide Inc. has no obligation to screen, edit or monitor any of the Submissions posted to or distributed through any Interactive Area, nSide Inc. reserves the right, and has absolute discretion, to remove, screen or edit without notice any Content posted or stored on the Website at any time and for any reason. If it is determined that you retain moral rights (including rights of attribution or integrity) in Submissions, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the Submission, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Submission by nSide Inc. or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Submission; and (d) you forever release nSide Inc., and its licensees, successors and assigns, from any claims that you could otherwise assert against nSide Inc. by virtue of any such moral rights. Any violation of the foregoing violates the Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Website. See "Termination", below.

Digital Millennium Copyright Act Notice:

nSide Inc. respects the intellectual property rights of others. nSide Inc. may, in appropriate circumstances and at its sole discretion, terminate the access of Users who infringe the copyrights or intellectual property rights of others.

If you believe your work has been copied and is accessible at the Website, or other social network platforms operated by nSide Inc., in a way that constitutes copyright infringement, or that the Website contains links or other references to another online location that contains material or activity that infringes your copyright, you may notify us by providing our copyright agent the information required by the U.S. Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act. Our agent for notice of claims of copyright infringement on or regarding the Website can be reached by email: will@nside.io

Your notice must satisfy the requirements of the DMCA and include the following information:

- (i) Your name, mailing address, and email address;
- (ii) A statement identifying the copyrighted material You claim is infringed, such as a URL linking to an authorized version of the copyrighted material;
- (iii) A statement identifying where the allegedly infringing material is located, such as URL linking to the allegedly infringing material;
- (iv) A statement that You have a good faith belief that the allegedly infringing material identified in section (ii), above, is not authorized by the copyright owner, its agent, or the law;
- (v) A statement, made under penalty of perjury, that the information in this notice is accurate and that You are the owner of the copyrighted material or are authorized to act on behalf of the owner of the copyrighted material; and
- (vi) An electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

nSide Inc. Privacy Policy:

The nSide Inc. Policy governs the use of information collected from or provided by you through the Website. With respect to any individual whose personal information is provided by you to nSide Inc., you represent to nSide Inc. that you have obtained all necessary consents for the processing of such personal information contemplated by the services you are using, including the transfer of such data to the United States or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.

nSide Inc. believes in protecting your privacy. Please review our current Privacy Policy, which also governs your use of the Website and all other websites, pages, accounts and other electronic media owned or controlled by nSide Inc., to understand our practices. See our Privacy Policy page.

Security:

Registered Users are responsible for the protection of their account numbers, customer name, and password associated with Internet access to all Website and Interactive Areas. In the event of any unauthorized access to your account, you must immediately notify

nSide Inc.; however, nSide Inc. is not responsible or liable for damage of any kind as a result of any unauthorized access. To protect yourself from unauthorized access to your account information, nSide Inc. highly recommends that you change your password frequently and do not share your password with anyone.

Limitation of Liability

IN NO EVENT SHALL NSIDE INC BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR ANY KIND OF DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LOST PROFITS OR SAVINGS, RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE WEBSITE, INTERACTIVE AREAS, OR NSIDE INC'S SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NSIDE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disclaimer of Warranties:

NSIDE INC MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, CONTAINED ON THE WEBSITE FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES ON THE WEBSITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY NSIDE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NSIDE DISCLAIMS ALL WARRANTIES AND CONDITIONS THAT THE WEBSITE, ITS SERVERS OR ANY EMAIL SENT FROM NSIDE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NSIDE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

Indemnification:

You agree to defend and indemnify nSide Inc. and each of its subsidiaries, affiliates, directors, officers, agents, partners, investors, employees, successors and assigns from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees, arising from:

1. Your breach of this Agreement;
2. Your violation of any law or the rights of a third party; or

3. Your use of this Website.

You and each of your successors, assigns, subsidiaries and affiliates, hereby unconditionally release and forever discharge nSide and each of its subsidiaries, affiliates, directors, officers, agents, partners, investors, employees, successors and assigns harmless from any and all complaints, claims, charges, damages, demands, suits, actions and causes of action, whether at law or in equity, including attorneys' fees, costs and expenses, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Website.

Termination:

You agree that nSide Inc., in its sole discretion, may terminate or suspend your use or access to the Website, Interactive Areas, Submissions, Content, information, and services at any time and for any or no reason, in its sole discretion, and without prior notification, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Website, and (b) destroy any copies you have made of any portion of Submissions. Accessing the Website, Interactive Areas, Submissions, Content, information, and services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that nSide Inc. shall not be liable to you or any third party for any termination or suspension of your access to the Website, Interactive Areas, Content, information, and services.

Third Parties

The Website may contain links to websites, pages, accounts or other electronic media owned or controlled by parties other than nSide Inc.. Such links are provided for your reference and convenience only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Website or other websites) is free of such items as viruses, worms, Trojan horses, defects and other items of a destructive nature. Our inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Copyright and Trademark Notices:

All trademarks, trade names, logos, images, typefaces, graphics, service marks and trade dress displayed on the Sites (collectively, the "Marks") are the property of nSide Inc. or its licensors, content providers or other third parties. Nothing in these Terms of Use or on the Sites shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any Mark without the prior written consent of nSide Inc. or the owner of the Mark. In addition, the look and feel of the Website, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of

nSide Inc. and may not be copied, imitated or used, in whole or in part, without the prior written permission of nSide Inc.. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship or recommendation thereof by nSide Inc. If you are aware of an infringement of either your brand or our brand, please let nSide know by contacting us via phone or email.

General:

You agree to use the Website in strict compliance with all applicable laws, rules, rulings and regulations and in a fashion that does not, in the sole judgment of nSide Inc., negatively reflect on the goodwill or reputation of nSide Inc. and shall take no actions that would cause nSide Inc. to be in violation of any laws, rules, rulings or regulations applicable to nSide Inc. nSide Inc. and the Website are based in the United States. The Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without reference to the principles of conflicts of law of that state or any other jurisdiction. You hereby consent to the exclusive jurisdiction and venue of the courts of the State of Alabama, more specifically the Circuit Court of Lauderdale County, and hereby stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of the Website. You agree that all claims you may have against nSide Inc. arising from or relating to the Website must be heard and resolved in a court of competent subject matter jurisdiction located in the State of Alabama within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of the Agreement, including, without limitation, this paragraph. If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Agreement shall continue in full force and effect.

The Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and nSide Inc. with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and nSide Inc. with respect to the Website. A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

We collect information, including personal data, to provide better services to all our Users. We use the term “Personal Data” to refer to any information that identifies or can be used to identify you. Common examples of personal data include first and last name, business email address, organization name, phone, and state. “Sensitive Personal Data” refers to a smaller subset of personal data which is considered more sensitive to the individual, such as race and ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric information, physical or mental health information, medical insurance data, or sexual orientation. nSide does not collect or use Sensitive Personal Data through these Sites and asks that you not provide Sensitive Personal Data to us.

We collect Personal Data in the following ways:

1. Information You Give to Us

You may choose to provide us with personal data about yourself, including your name, organization, phone number and email address, by completing forms on our website, such as when you request information about our services. You may also provide us with Personal Data about yourself when you report a problem or have a question about our Sites or services.

2. Information We Obtain from Your Use of Our Sites

We collect certain information automatically, such as your operating system version, browser type, and internet service provider. When you use our Sites, we automatically collect and store this information in service logs. This includes details of how you used our Sites; Internet protocol address; and cookies that uniquely identify your browser. We may also collect and process information about your actual location. The information we collect automatically is statistical data and may or may not include Personal Data, but we may maintain it or associate it with Personal Data we collect in other ways or receive from third parties.

3. Cookies and Similar Technologies

We and our partners use various technologies to collect and store information when you visit one of our services, and this may include using cookies or similar technologies to identify your browser or device. We also use these technologies to collect and store information when you interact with services from our partners, such as advertising services. Our third-party advertising and analytics partners include Google as well as marketing automation, in-page analytics, and Search Engine Optimization tools.

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

Cookies. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser Cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our services. For more information about our use of cookies, including details on how to opt out of certain cookies, please see our Cookie Policy.

Web Beacons. Pages of our services or our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an e-mail and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

How We Use Information We Collect

We use your personal data in ways that are compatible with the purposes for which it was collected or authorized by you, including for the following purposes:

1. To inform you about services available from nSide;
2. To administer content, promotion, survey or other Sites features;
3. To communicate about, and administer your participation in surveys, special programs, offers or promotions and to deliver pertinent emails;
4. To improve our customer service;
5. To respond to and support customers regarding their use of the Sites;
6. To comply with all applicable legal requirements.
7. To investigate possible fraud or other violations of our Terms of Use or this Privacy Policy and/or attempts to harm our Users.

We use the information we collect from our Sites to provide, maintain, and improve them, to develop new services, and to protect our Company and our customers. We may use information collected from cookies and other technologies, to improve your user experience and the overall quality of our services. For example, by saving your language preferences, we'll be able to have our services appear in the language you prefer. We may use your personal information to see which web pages you visit at our Site, which website you visited before coming to our Sites, and where you go after you leave our Sites. We may then develop statistics that help us understand how our visitors use our Sites and how to improve them. We may also use the information we obtain about you in other ways for

which we provide specific notice at the time of collection. We will ask for your consent before using information for a purpose other than those set out in this Privacy Policy.

Our Legal Basis for Collecting Personal Data

Whenever we collect Personal Data from you, we may do so on the following legal bases:

1. Your consent to such collection and use;
2. Out of necessity for the performance of an agreement between us and you, such as your agreement to use our services and products;
3. Our legitimate business interest, including but not limited to the following circumstances where collecting or using Personal Data is necessary for: Intra-company transfers for client data for administrative purposes;

Product development and enhancement, where the processing enables nSide to enhance, modify, personalize, or otherwise improve our services and communications for the benefit of our customers, and to better understand how people interact with our Sites;
 Communications and marketing, including processing data for direct marketing purposes, and subject to your opt-in for these purposes, and to determine the effectiveness of our promotional campaigns and advertising; Fraud detection and prevention; Enhancement of our cybersecurity, including improving the security of our network and information systems; and General business operations and diligence;

Provided that, in each circumstance, we will weigh the necessity of our processing for the purpose against your privacy and confidentiality interests, including taking into account your reasonable expectations, the impact of processing, and any safeguards which are or could be put in place. In all circumstances, we will limit such processing for our legitimate business interest to what is necessary for its purposes.

Information We Share:

We do not share personal information collected through these Sites with companies, organizations and individuals outside of the Company unless one of the following circumstances applies: With your consent. We will share personal data with companies, organizations or individuals outside of nSide when we have your consent to do so. For external processing. We provide personal information to our affiliates or other trusted businesses or partners to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures. These third parties include sales and marketing platforms. It is our policy to only share Personal Data with contractors, service providers and other third parties who are bound by contractual obligations to keep Personal Data confidential and use it only for the purposes

for which we disclose it to them. Under certain circumstances, you may avoid having us share your information with our business partners and vendors by not granting us permission to share your information. Not granting us permission to share your information with our business partners or vendors may limit your access to their services through the Sites. We do not share personal information with third parties for their own marketing purposes.

For Legal Reasons:

We will share Personal Data with companies, organizations or individuals outside of nSide if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to: meet any applicable law, regulation, legal process or enforceable governmental request; enforce applicable Terms of Service, including investigation of potential violations. detect, prevent, or otherwise address fraud, security or technical issues.

protect against harm to the rights, property or safety of nSide, our Users or the public as required or permitted by law. We attempt to notify Users about legal demands for their personal data when appropriate in our judgment unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, at our discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

Business Transfers. As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, Personal Data about our users is often a transferred business asset. In the event that nSide itself or substantially all of our assets are acquired, Personal Data about our users may be one of the transferred assets.

Aggregate Site Use Information. We may share aggregated and anonymized/pseudonymized Personal Data to advertisers and other third parties in order to promote or describe the use of the Sites.

Your Failure to Provide Personal Data:

Your provision of Personal Data is required in order to use certain parts of our services. If you fail to provide such Personal Data, you may not be able to access and use our services on our Sites or parts of our services available via the Sites.

Our Retention of Your Personal Data:

We may retain your Personal Data for a period of time consistent with the original purpose for the collection. For example, we keep your Personal Data for no longer than reasonably

necessary for your use of our products and services and for a reasonable period of time afterward. We also may retain your Personal Data during the period of time needed for us to pursue our legitimate business interests, conduct audits, comply with our legal obligations, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Use, to enforce our agreements, or to fulfill your request to “unsubscribe” from further messages from us.

Your Choices and Accessing, Updating or Deleting Your Personal Data:

Whenever you use our services, we aim to provide you with choices about how we use your personal data. We also aim to provide you with access to your Personal Data. If that information is wrong, we strive to give you ways to update it quickly or to delete it - unless we have to keep that information for legitimate business or legal purposes. Subject to applicable law, you may obtain a copy of personal information we maintain about you or you may update or correct inaccuracies in that information by contacting us at help@nside.io. To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to the information. In addition, if you believe that personal information we maintain about you is inaccurate, subject to applicable law, you may have the right to request that we correct or amend the information by contacting us as indicated in the How to Contact Us section below.

European Users’ Rights With Respect to Personal Data:

Some data protection laws, including the European Union’s General Data Protection Regulation (“GDPR”), provide you with certain rights in connection with Personal Data you have shared with us. If you are resident in the European Economic Area, you may have the following rights:

1. The right to be informed. You are entitled to be informed of the use of your Personal Data. This Privacy Policy provides such information to you.
2. The right of access. You have the right to request a copy of your Personal Data which we hold about you.
3. The right of correction: You have the right to request correction or changes of your Personal Data if it is found to be inaccurate or out of date.
4. The right to be forgotten: You have the right to request us, at any time, to delete your Personal Data from our servers and to erase your Personal Data when it is no longer necessary for us to retain such data. Note, however, that deletion of your Personal Data will likely impact your ability to use our services.

5. The right to object (opt-out): You have the right to opt-out of certain uses of your Personal Data, such as direct marketing, at any time.
6. The right to data portability: You have the right to a “portable” copy of your Personal Data that you have submitted to us. Generally, this means your right to request that we move, copy or transmit your Personal Data stored on our servers / IT environment to another service provider’s servers / IT environment.
7. The right to refuse to be subjected to automated decision making, including profiling: You have the right not to be subject to a decision and insist on human

intervention if the decision is based on automated processing and produces a legal effect or a similarly significant effect on you.

8. The right to lodge a complaint with a supervisory authority.

You may contact us using the contact information below, and we will consider your request in accordance with applicable laws.

Changing or Deleting Your Information:

You may update or correct information about yourself by emailing us at help@nside.io. We may retain an archived copy of your records as required by law, to comply with our legal obligations, to resolve disputes, to enforce our agreements or for other legitimate business purposes. We may contact you to request that you update your Personal Data on a regular basis to ensure its integrity for the purposes of ongoing data management.

Our Opt-in/Opt-out Policy:

By providing an email address or other contact information on the nSide site, you agree that we may contact you in the event of a change in this Privacy Policy, to provide you with any service-related notices, or to provide you with information about our events, invitations, or related educational information. For purposes of this Privacy Policy, “opt-in” is generally defined as any affirmative action by a user to submit or receive information, as the case may be.

We currently provide the following opt-out opportunities:

1. At any time, you can follow a link provided in offers, newsletters or other email messages (except for e-commerce confirmation or service notice emails) received from us to unsubscribe from the service.
2. At any time, you can contact us through help@nside.io or the address provided below to unsubscribe from the service and opt-out of our right per your consent under the terms of this Privacy Policy to share your Personal Data.

Notwithstanding anything else in this Privacy Policy, please note that we always reserve the right to contact you in the event of a change in this Privacy Policy, or to provide you with any service-related notices.

Third-Party Links:

The Sites may contain links to web pages operated by parties other than nSide. We do not control such websites and are not responsible for their contents or the privacy policies or other practices of such websites. Our inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. Further, it is up to the User to take precautions to ensure that whatever links the User selects or software the User downloads (whether from this Site or other websites) is free of such items as viruses, worms, trojan horses, defects, and other items of a destructive nature. These websites and services may have their own privacy policies, which the User will be subject to upon linking to the third party's website. nSide strongly recommends that each User review the third party's terms and policies.

International Transfer

We are committed to complying with applicable laws, regulations and mandatory government standards regarding the protection of Personal Data. Since we are a global organization, Personal Data and any additional information submitted may be used globally in connection with employment, business processes within nSide, or communicating with our clients. Therefore, Personal Data may be transferred to other nSide entities worldwide, where it will be processed in accordance with this Privacy Policy and laws that are applicable in each country. Countries where we process data may have laws that are different, and potentially not as protective, as the laws of your own country.

If we transfer your Personal Data out of your jurisdiction, we will implement suitable safeguards and rely on legally provided mechanisms to lawfully transfer data across borders to ensure that your Personal Data is protected.

How We Protect Personal Data:

nSide maintains administrative, technical and physical safeguards designed to protect the User's Personal Data and information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account technological reality, cost, the scope, context and purposes of processing weighted against the severity and likelihood that the processing could threaten individual rights and freedoms. For example, we use commercially reasonable security measures such as encryption, firewalls, and transport layer security (TLS) or hypertext transfer protocol secure (HTTPS) to protect Personal Data. If nSide collects account information for payment or credit, nSide will use the information only to complete the task for which the account information was offered.

Children:

The Site is not intended for use by children. We do not intentionally gather Personal Data about visitors who are under the age of 13. If a child has provided us with Personal Data, a parent or guardian of that child may contact us to have the information deleted from our records. If you believe that we might have any information from a child under age 13, please contact us at help@nside.io. If we learn that we have inadvertently collected the personal information of a child under 13, or equivalent minimum age depending on the jurisdiction, we will take steps to delete the information as soon as possible.

Direct Marketing and "Do Not Track" Signals:

nSide does not track its customers over time and across third-party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However, some third party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your browser may include controls to block and delete cookies, web beacons and similar technologies, to allow you to opt out of data collection through those technologies.

Privacy Rights Of California Residents:

California residents are entitled under the California Consumer Privacy Act to contact us for various purposes, including to request information about whether we have disclosed personal information to third parties for their direct marketing purposes. We do not disclose personal information to third parties for their direct marketing purposes. California residents have the right to be informed as to what personal information about them we may have, how we collected and may use that information and how to have it corrected or deleted, and may request further information about our compliance with this law by contacting us by one of the means listed in the "How to Contact Us" section below."

Changes to this Privacy Policy:

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services or products, email notification or privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

Student Privacy Pledge:

nSide is committed to protecting students and being an innovator within the commercial space. As such, nSide has committed to the following pledge to our clients, students, and stakeholders:

K-12 school service providers are honored to be entrusted by educators and families to support their educational needs and school operations. School service providers take responsibility to both support the effective use of student information and safeguard student privacy and information security.

School service providers support schools – including their teachers, students and parents – to manage student data, carry out school operations, support instruction and learning opportunities, and develop and improve products/services intended for educational/school use. In so doing, it is critical that schools and school service providers build trust by protecting the privacy of student information and effectively communicating with parents about how student information is used and safeguarded.

We pledge to carry out responsible stewardship and appropriate use of student personal information gathered in our role as school service providers according to the commitments below and in adherence to all laws applicable to us as school service providers.

We Commit To:

Not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.

Not sell student personal information.

Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.

Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.

Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.

Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.

Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.

Disclose clearly in contracts or privacy policies, including in a manner easy for parents and teachers to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.

Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.

Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks - such as unauthorized access or use, or unintended or inappropriate disclosure - through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.

Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.

Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

Compliance with F.E.R.P.A. and H.I.P.A.A.:

nSide Inc. is committed to complying with all applicable Federal and State regulations regarding the protecting of vital information regarding our users and those who will be referenced by using our software. As such, nSide has implemented extensive policies

regarding information contemplated under F.E.R.P.A. and H.I.P.A.A. These policies include what we refer to as, Encryption in Transit, Encryption at Rest, and Isolation. The purpose of this is to ensure that at the point of collection, the point of use, and the point of storage, all personally identifiable information (PII) is maintained separately and apart from those who acquire it and those who assess it, such as the members of the Crisis Intervention Team. This means that the PII is not available to any party at any point on the platform to any person that is not authorized to view it nor has any purpose to view it which is not authorized under the exceptions to F.E.R.P.A. and/or H.I.P.A.A. Furthermore, this means that the information which is gathered is only used for the intended purpose to prevent the most extreme of emergency circumstances. PII shall however be released to the appropriate authorities upon request so long as a valid exigency exists. nSide shall, in conjunction with law enforcement and any school district administration, determine whether or not the PII will be transmitted after a request is made.

How to Contact Us:

If you have any specific questions about this Privacy Policy, you can contact us via email or writing to us at the address below:

nSide Inc.

help@nside.io