12.1. Subscription Period. For paid Organizations (e.g., not on pilot, trial, or free-tier), the initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**"). For trial, pilot, and free-tier Organizations, the Subscription Period will last from the Effective Date until the parties terminate the subscription.

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

(a) Snorkl may terminate this Agreement, effective on written notice to Organization, if Organization : (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Snorkl's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 6;

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

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Organization shall immediately discontinue use of the Snorkl IP and, without limiting Organization 's obligations under Section 6, Organization shall delete, destroy, or return all copies of the Snorkl IP and certify in writing to the Snorkl that the Snorkl IP has been deleted or destroyed. Prior to termination or expiration of this Agreement, Organization shall make reasonable efforts to export all Organization Data and applicable Usage Data it requires from the Platform. Notwithstanding the foregoing, Snorkl will retain and host Organization Data and Usage Data of Organization for an additional thirty (30) days following the expiration or termination of this Agreement to allow Organization time to achieve the foregoing. No expiration or termination will affect Organization 's obligation to pay all Fees that may have become due before such expiration or termination or entitle Organization to any refund.

12.4. Survival. This Section 12.4 and Sections 1, 5, 6, 8, 9, 10, 11, 12.3, and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

13.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

13.3. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

13.4. Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13.5. Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

13.6. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.7. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California.

13.8. Dispute Resolution. Any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved thereby within a period of sixty (60) days after notice of a dispute has been given by one party hereunder to the other, must be finally settled by arbitration in Los Angeles County, California using the English language in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (formerly operating as, Judicial Arbitration and Mediation Services, Inc.) then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes, who may or may not be selected from the appropriate list of JAMS arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the Arbitration Date, then a single arbitrator will be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. The arbitrator(s) will have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration will be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party will have the right to seek equitable relief from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Los Angeles County.

13.9. Assignment. Organization may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Snorkl. Notwithstanding the foregoing, either Party may assign this Agreement in whole without such consent to: (a) an affiliate; or (b) a successor-in-interest in connection with a change of control (whether by merger, sale of all or substantially all of the assignor's voting securities, assets, or business to which this Agreement relates, consolidation, reorganization, operation of law, or otherwise). Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

13.10. Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Organization shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Organization shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

13.11. US Government Rights. Each of the Documentation and the software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Organization is an agency of the US Government or any contractor therefor, Organization only receives those rights with respect to the Platform and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

13.12. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Organization , Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

13.13. Publicity. Snorkl may identify Organization as a user of the Platform and may use Organization 's name, logo, and other trademarks in Snorkl's Organization list, press releases, blog posts, advertisements, and website (and all use thereof and goodwill arising therefrom shall inure to the sole and exclusive benefit of Organization ). Otherwise, neither Party may use the name, logo, or other trademarks of the other Party for any purpose without the other Party's prior written approval.

## Appendix 1

Policies Regarding FERPA and California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (**Education Code section 49073.1)**

Snorkl and Organization hereby agree as follows:

1. Student records generated by Snorkl from an educational institution-Organization continue to be the property of and under the control of the Organization. The Organization retains full ownership rights to the personal information (subject to applicable law) and education records it provides to Snorkl.

2. Authorized Users may retain possession and control of their own generated content by making a request with the applicable Organization.

3. Snorkl will not use any information in a student record for any purpose other than those required or specifically permitted by the Organization Terms and Conditions and Privacy Policy.

4. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution-Or. Additionally, Authorized Users may access, correct, update, or delete personal information in their profile or student profiles by signing into the Platform, and making the appropriate changes in account settings.

5. Snorkl is committed to maintaining the security and confidentiality of Organization Data comprising of student records. Towards this end, Snorkl takes the following actions: (a) limiting employee access to student data to only those employees with a need to such access to fulfill their job responsibilities; and (b) we protect personal information with technical, contractual, administrative, and physical security safeguards designed to protect against unauthorized access, release or use (as specified in the Snorkl Data Processing Addendum).

6. In the event of an unauthorized disclosure of a student's records, Snorkl will promptly notify the Organization as specified in its Data Processing Addendum, and make all other notifications and disclosures to both Organization and applicable data subjects (including students) requires under applicable law.

7. Snorkl will delete or de-identify personal information when it is no longer needed to provide access to the Platform, within thirty (30) days upon expiration or termination of this Agreement, with any deletion or de-identification to be completed according to the terms contained herein, or otherwise at the direction or request of the educational institution.

8. Snorkl agrees to work with educational institution to ensure compliance with FERPA and the Parties will ensure compliance by ensuring Organization provides parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described in statement (4) above.

9. Snorkl explicitly prohibits using personally identifiable information in student records to engage in targeted advertising, and does not engage in such conduct.

snorkl

# Privacy Policy and Terms Addendum

This Privacy Policy and Terms Addendum ("Addendum") is entered into by and between **Snorkl, Inc.** ("Snorkl") and **Kenton County School District** ("District") and is incorporated into and made part of the applicable agreement, order form, and/or Terms and Conditions between the parties (collectively, the "Agreement").

This Addendum modifies certain provisions of Snorkl's Terms and Conditions dated December 12, 2025. Except as expressly modified herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

## 1. Governing Law

Section 13.7 (Governing Law) of the Terms and Conditions is deleted in its entirety and replaced with the following:

> This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles.

## 2. Opt-Out / Termination Rights

Either party may opt out of the arbitration provisions of Section 13.8 by providing written notice to the other party within thirty (30) days of execution of this Addendum. Upon such notice, disputes shall instead be resolved exclusively in the state or federal courts located in Kenton County, Kentucky.

## 3. Order of Precedence

In the event of any conflict between this Addendum and the Terms and Conditions, this Addendum shall control solely with respect to the District.

snorkl

**SNORKL, INC.**

By: ______________________

Name: Jeffrey Plourd

Title: CEO

Date: 5/18/2026

**Kenton County School District**

By: ______________________

Name: ______________________

Title: ______________________

Date: ______________________