Terms & Conditions

AchieveIt Online, LLC ("AchieveIt") and the Government Ordering Activity identified in the Sales Order ("Customer") enter into the terms and conditions set forth below ("Terms") as of the date set forth in the Sales Order, regarding the products and services identified in the Sales Order signed by the GSA Multiple Award Schedule (MAS) Contractor and the Customer. In consideration of the premises and of the mutual covenants and obligations hereafter set forth, the parties agree as set forth below.

1. SERVICES: AchieveIt agrees to provide the services set forth on the Sales Order to Customer, which Services may include AchieveIt's proprietary software that is described on the Sales Order that is made available by AchieveIt online via a URL as well as implementation, consulting or support services (the "Services") solely for Customer's own internal business purposes subject to these Terms. All rights not expressly granted to Customer are reserved by AchieveIt and its licensors. The Services may be utilized by the number of Users set forth on a Sales Order. "Users" means a designated individual that cannot be shared by more than one individual but can be transferred or reassigned to a new designated individual replacing a former individual no longer using the Services.

2. RESTRICTIONS; OWNERSHIP: Customer is permitted to store, manipulate, analyze, reformat, print, and display the content, data and information included as part of the Services ("Content") only for Customer's internal business use. Unauthorized use, resale, or commercial exploitation of the Services or the Content in any way is expressly prohibited. Customer agrees not to reverse engineer the Services or Content, or access the Services or Content in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Services, or (iii) copy any ideas, features, functions, or graphics of the Services or Content. Customer shall not copy, license, sell, transfer, make available, distribute, or assign the Services, these Terms or the Content to any third-party. Customer shall not create Internet "links" to the Services or "frame" or "mirror" any Content contained on, or accessible from, the Services on any other server or Internet-based device. AchieveIt alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the Services, Content, and any suggestions, ideas, enhancement requests, feedback, or other information provided by Customer relating to the Services or the Content. The AchieveIt name and logo are trademarks of AchieveIt, and no right or license is granted to use them.

3. TERM; TERMINATION: Unless earlier terminated as set forth below, these Terms shall continue for the "Initial Term" set forth on the Sales Order. Either party may terminate these Terms by providing 30 days' written notice upon the material breach of these Terms by the other party if such breach or violation is not cured during such notice period. In the event of such a termination, AchieveIt shall not be liable to Customer nor any third-party for any termination of Customer's account or access to the Services. Upon expiration or termination of the Terms, all rights to access or use the Services terminate, and, so long as Customer is not in breach of these Terms, AchieveIt will make available to Customer a file

of the Customer Data within 30 days of termination notice if Customer so requests. All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms shall survive the termination or expiration of these Terms.

4. PRIVACY; SECURITY: The Privacy Policy applicable to the Services is attached to these Terms. AchieveIt reserves the right to modify this privacy policy in its reasonable discretion from time to time. AchieveIt shall use reasonable measures available to protect the security of Customer's data, including data encryption and virus protection, but does not warrant or guarantee that the Services are free from the vulnerability of Internet attacks.

5. CONFIDENTIAL INFORMATION: Each party may disclose to the other party certain Trade Secrets and Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. For purposes of these Terms, "Trade Secrets" means information that is a trade secret under law; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential; "Proprietary Information" means Trade Secrets and Confidential Information; the "Disclosing Party" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees, providers or agents. Recipient agrees to hold the Proprietary Information disclosed by Disclosing Party in confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Disclosing Party to any third party, or utilize the Proprietary Information disclosed by Disclosing Party for any purpose whatsoever other than as expressly contemplated by these Terms. Customer acknowledges that the Services and Content are the Proprietary Information of AchieveIt or its licensors and other providers. The obligations in this Section shall continue for so long as such information constitutes Proprietary Information. The foregoing obligations shall not apply if and to the extent that Recipient establishes that the information communicated was publicly known at the time of Recipient's receipt or has become publicly known other than by a breach of these Terms. Customer acknowledges and agrees that AchieveIt may have to provide Customer's Proprietary Information or other data or information if AchieveIt or its licensors or providers are ordered by an administrative agency or other governmental body of competent jurisdiction to disclose such information.

6. NO BUSINESS ASSOCIATE RELATIONSHIP: Customer represents and warrants that it will not provide AchieveIt with any Protected Health Information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act and regulations promulgated thereunder ("HIPAA").Because AchieveIt does not receive or process any PHI in the normal course of business in providing the Services to Customer or any of AchieveIt's customers generally, AchieveIt is not a Business Associate under HIPAA.

7. ACCOUNT INFORMATION AND DATA: All data submitted by Customer to AchieveIt ("Customer Data"), whether posted by Customer or by third parties, shall remain the sole property of Customer or such third parties, as applicable, unless specifically notified in advance. Customer grants to AchieveIt the non-exclusive, worldwide, right to use, copy, store, transmit and display Customer Data solely to the extent necessary to provide the Services. Customer, not AchieveIt, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data, and AchieveIt shall not be responsible or liable for any action taken by the Customer that results in the deletion, correction, destruction, damage, loss, or failure to store any data.

8. USER MANAGEMENT: Users will be required to use login information to access the Services. Customer will manage and administer the login information for its designated Users. Customer is responsible for all uses of the login information and all actions of any individual using login information, including without limitation any breach by Customer or Users of the terms and conditions of these Terms. Customer will: (1) protect the confidentiality of all login information, and (2) notify AchieveIt of any breach of the confidentiality of any login information. Customer will not provide login information to any person that is not authorized to access and use the Services.

9. WARRANTY; DISCLAIMER OF WARRANTIES: AchieveIt warrants that the Services will perform substantially in accordance with its existing user guides with a minimum of 98% uptime availability (except for regularly scheduled and emergency maintenance). Customer's sole remedy and AchieveIt's sole liability for any failure of the Services to conform with the foregoing warranty is to use commercially reasonable efforts to cure such failure. EXCEPT FOR THE FOREGOING WARRANTY, ACHIEVEIT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, INTERNET AVAILABILITY, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT; ACHIEVEIT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES OR CONTENT OR ANY INFORMATION PROVIDED BY ACHIEVEIT WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS, OR DEFECTS WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.CUSTOMER UNDERSTANDS THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS PARARAPH, THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS; AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ACHIEVEIT AND ITS LICENSORS. The Services may

be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. AchieveIt is not responsible for and delays, delivery failures, or other damage resulting from such problems.

10. LIMITATION OF LIABILITY: EXCEPT ARISING OUT OF A BREACH OF SECTION 2, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT ARISING OUT OF A BREACH OF SECTION 2, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. ADDITIONAL RIGHTS: Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

12. GENERAL: If any provision of these Terms are held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and AchieveIt as a result of this agreement or use of the Services. The failure of AchieveIt to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by AchieveIt in writing. These Terms comprises the entire agreement between Customer and AchieveIt and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Customer will not assign or transfer these Terms, by operation of law or change in control or otherwise, without AchieveIt's prior written consent, which consent shall not be unreasonably withheld. These Terms shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

13. NOTICES: All notices or other communications which may be required by either party to the other party pursuant to these Terms shall be in writing and shall be hand delivered (including delivery by courier so long as a receipt or confirmation of delivery is obtained), sent by recognized overnight delivery service (such as FedEx® or UPS®), or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid. Customer's initial notice address is the billing address set forth in the Sales Order. AchieveIt's notice address is as follows:

Chief Executive Officer / Chief Financial Officer
AchieveIt Online, LLC
1117 Perimeter Center West, Suite N501
Atlanta, GA 30338

Each notice which shall be mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee, or at such time as delivery is refused by the addressee upon presentation; provided, however, that notices sent by mail shall be deemed received on the third business day following the date such notice is deposited in the mail.

*** End of Terms and Conditions ***

ACHIEVEIT PRIVACY POLICY

This Privacy Policy describes AchieveIt's policies and procedures on the collection, use and disclosure of your information when you use the AchieveIt Service. We will not use or share your information with anyone except as described in this Privacy Policy.

INFORMATION COLLECTION

AchieveIt uses information we collect to operate, maintain and provide you the functionality of the software. AchieveIt also uses this data to analyze how the software is used, monitor security, diagnose technical problems, and personalize content. We also monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns, and track Content and users as necessary to comply with the Digital Millennium Copyright Act and other applicable laws.

We may use your email address to send you communications regarding your service. We may also use your contact information to send you marketing messages. If you don't want to receive these messages, you can unsubscribe by clicking the link in the email. If you correspond with us by email, we may retain the content of your email messages, your email address and our responses.

CONTENT

Your content and metadata about your content may be viewed by other users in accordance with your settings in the software. AchieveIt can, but has no obligation, to monitor your content you post on the Service. We can remove any information you post at our discretion. Unless content is made viewable in accordance with your settings on the software, AchieveIt and AchieveIt employees will not view your content except:
- To maintain or improve the software;
- To respond to support or technical issues; or
- In any case required by law.

COOKIES

AchieveIt stores cookies on your hard drive in order to maintain your session and to keep track of your user preferences. Cookies are required to use the software.

LOGS

When you use the software we automatically record information sent by your web browser. These server logs may include but are not limited information such as your web request, IP address, browser type, and other such information.

EMAIL TRACKING

AchieveIt uses means to track certain actions when messages are sent by the software. These actions include but are not limited to delivery, bounces, opens, and clicks.

THIRD PARTY APPLICATIONS

AchieveIt uses third-party analytics applications to provide some system functionality and help understand use of the software. Many of these tools collect the information sent by your browser as part of a web page request, including cookies, your IP address, and additional data passed through from the AchieveIt application. Use of that data is governed by the privacy policy of each third-party application.

SECURITY

All communication with the software is performed using SSL encryption to protect your data in transit. We also use means to encrypt your data while at rest on our servers. Our servers are hosted at a world-class ISO 27001 and SOC2 certified data center.

In the event that personal information is compromised as a result of a breach of security, AchieveIt will notify those individuals as soon as possible, or as otherwise required by applicable law.

If you have any questions about security on our Service contact us at privacy@achieveit.com.

CHANGES

If we change our Privacy Policy we will post those changes to this page.

CONTACT US

Please contact us at privacy@achieveit.com with any questions regarding this Privacy Policy.

Last updated: 09/27/2017.