

## Freedom Run Terms of Service Agreement

MPO Solutions, Inc. (“**Freedom Run**”) welcomes you. The following Terms of Use and Service (these “Terms”) are important. Moving forward in these Terms of Conditions, the phrases MPO Solutions and Freedom Run may be used interchangeably as MPO Solutions is the parent company of Freedom Run. Please read carefully:

MPO Solutions provides customers with a variety of resources, including, but not limited to, (i) one or more of Freedom Run’s interactive educational-based applications (collectively the “**Licensed Applications**”), (ii) Freedom Run’s Internet Web site (the “**Web Site**”), currently located at [www.FreedomRun.com](http://www.FreedomRun.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, downloadable lessons, practice, videos, images, glossary, teacher’s guide) available from the Web Site (collectively the “**Downloadable Materials**”), (v) reports, calculated results, scoring, graphs and any other materials derived from Freedom Run’s algorithmic software features (collectively the “**Scoring and Reporting Resources**”), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Freedom Run, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Freedom Run, are collectively the “**Resources**”. For purposes of these Terms, references to “**You**” or “**Your**” mean (i) you in your individual capacity, (ii) your company (“**Your Company**”), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Freedom Run and that have a valid security identification and password to access and use the Resources (collectively the “**Authorized Users**”).

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Freedom Run and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Freedom Run, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Freedom Run TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** MPO Solutions may, from time to time and at MPO Solutions sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the “Terms of Use” link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** MPO Solutions (Freedom Run) Privacy Statement (the “**Privacy Statement**”) is incorporated into, and made a part of, these Terms. The Privacy Statement relates collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
  - a. Most (if not all) of the Resources require You to purchase a subscription from Freedom Run before You may use or access them (a “**Subscription**”). You may purchase a Subscription to the Resources (the “**Purchased Resources**”) by paying the then-current subscription fee to the program (the “**Subscription Fee**”) for such Purchased Resources, as such Subscription Fee is determined by MPO Solutions. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the “**Subscription Period**”). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods.
  - b. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the “**Registration**”) and obtain a user account (a “**User Account**”) for each Authorized User’s access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Freedom Run, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such

information. Should Freedom Run suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Freedom Run has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable username tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify MPO Solutions immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.

#### 4. **Intellectual Property.**

- a. MPO Solutions (Freedom Run) Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials and Reporting Resources), such as the design, "look and feel", text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the "**Resource Materials**"), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, MPO Solutions (Freedom Run) and MPO Solutions' licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Freedom Run name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of MPO Solutions (Freedom Run) and MPO Solutions' licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms.

MPO Solutions reserves all right, title, and interest in and to the Resources and the Resource Materials.

- b. **Your Data.** As between You and MPO Solutions (Freedom Run), You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, “**Your Data**” means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the “Processed Data”).
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Freedom Run grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.
6. **Restrictions.**
  - a. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
  - b. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
  - c. You may not post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the MPO Solutions detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any

instructions or limitations provided with, or as part of, such Downloadable Materials.

- d. You may not use any of the trademarks of MPO Solutions (Freedom Run), or MPO Solution's licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
- e. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
- f. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
- g. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
- h. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
- i. Any deviations from any of these Terms require prior written consent from MPO Solutions.

## **7. Conduct.**

- a. You agree not to (or permit anyone else to) (i) transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately

large load on Freedom Run's infrastructure; (iv) use any automated means to download data from any of the Resources' databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.

**8. Security.**

- a. Freedom Run will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Freedom Run employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Freedom Run reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Freedom Run's providing the Resources.
- b. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Freedom Run, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Freedom Run assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

9. **Indemnification.** To the extent allowed by law, You shall indemnify, defend, and hold harmless Freedom Run, Freedom Run's affiliates, and Freedom Run's and Freedom Run's affiliates' respective shareholders, members, partners, directors, managers, officers, employees, contractors, agents, information providers, suppliers, and attorneys (collectively the "**Affiliated Group**") from any and all liabilities, losses, claims, and expenses, including, but not limited to, all legal fees and costs (including, but not limited to, reasonable attorney fees), resulting from, arising from, or relating to (i) Your failure to comply with these Terms, (ii) Your access to, or use of, the Resources and the Resource Materials (including, but not limited to, compliance with applicable laws in connection with such access or use), (iii) output generated by Your access to, or use of, the Resources and the Resource

Materials, (iv) the Submissions, including, but not limited to, writings prepared by students, and Your failure to have all rights and authority necessary (including, but not limited to, third-party consents) to submit the Submissions to Freedom Run, (v) Your failure to comply with COPPA or COPPA's rules and regulations (including, but not limited to, Your failure to obtain parental consent of Submissions of personal information of a child under 13 years of age), or (vi) the unauthorized use, handling, or release of data relating to Your access to, or use of, the Resources or the Resource Materials. Freedom Run has no duty to reimburse, defend, indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources, or the Resource Materials.

10. **Confidentiality.** Each party hereto shall hold in trust for the other party hereto and shall not disclose to any non-party to these Terms, any Confidential Information of the other party. Confidential Information is information which relates to the party's research, development, trade secrets business affairs, customer lists, any and all pricing terms of or relating to the Purchased Resources, or anything that could reasonably be considered confidential, provided that, Confidential Information shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of these Terms by the recipient or any of its representatives; (b) at the time of disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by a contractual obligation to the disclosing party; (c) was known by or in the possession of the recipient or its representatives, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party under these Terms; or (d) was or is independently developed by the recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information.

11. **Termination.** Freedom Run reserves the right to modify, suspend, or discontinue all or any portion of the Resources at any time, without notice,

- a. if Freedom Run finds that You (including, but not limited to, Your Company or any Authorized User)
  - (a) have violated these Terms or accessed or used the Resources or Resource Materials beyond the scope of the rights granted for a purpose not authorized under these Terms or any manner that does not comply with any instruction or requirement of the Resources
  - (b) have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities;
- b. Freedom Run receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Freedom Run to do so; or

Upon termination, You (including, but not limited to, Your Company and the Authorized Users) shall be prohibited from accessing or using the Resources or the Resource Materials. Immediately upon any termination of these Terms for any reason, the license granted to You under these Terms and all rights with respect to such license revert in their entirety to Freedom Run. Termination or expiration of these Terms will have no effect on Freedom Run's rights or obligations under the following Sections of these Terms: Sections 4, 6, 7, 8(b), 9, 10, 11, 14, and 15-18.

## **12. No Endorsement of Third-Party Sites.**

- a. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "**Third-Party Sites**"). Your linking to such Third-Party Sites is at Your own risk. MPO Solutions is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. MPO solutions also is not responsible for the availability of these Third-Party Sites, nor is MPO Solutions responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall MPO Solutions ( Freedom Run) or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Freedom Run is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Freedom Run.
- b. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Freedom Run's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.

## **13. Disclaimer.**

- a. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable



control of Freedom Run that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, MPO Solutions shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.

- b. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. FREEDOM RUN RESERVES THE RIGHT, IN FREEDOM RUN'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Freedom Run MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
- c. FREEDOM RUN STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Freedom Run CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES

AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.

- d. Freedom Run MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.

**14. Limitation of Liability and Damages.**

- a. THE AFFILIATED GROUP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHER LEGAL THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM (i) ANY PRODUCT OR RESOURCE MATERIALS AVAILABLE ON OR THROUGH THE RESOURCES, (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE RESOURCES OR THE RESOURCE MATERIALS, (iii) LOSS OF USE, DATA, OR PROFITS, WHETHER RESULTING FROM THE USE OF, OR INABILITY TO USE, THE RESOURCES OR ANY RESOURCE MATERIALS, (iv) THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE RESOURCES OR ANY RESOURCE MATERIALS, OR (v) ANY SUBMISSION (INCLUDING, BUT NOT LIMITED TO, WRITINGS PREPARED BY STUDENTS) EVEN IF THEY WERE CAUSED BY THE NEGLIGENCE OF THE AFFILIATED GROUP OR BY THE NEGLIGENCE OF THE AFFILIATED GROUP'S RESPECTIVE LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, EVEN IF THE CUSTOMER OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM OCCURRING, AND EVEN IF THE REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.
- b. YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY Freedom Run OF THESE TERMS IS THE RECEIPT OF A PRO RATA REFUND OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE APPLICABLE RESOURCE. Freedom Run WILL NOT BE LIABLE FOR ANY AMOUNT, REGARDLESS OF THE BASIS OF THE CLAIM, EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.
- c. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF

ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

- d. IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY MEMBER OF THE AFFILIATED GROUP MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

15. **Violations of Terms.** Freedom Run reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.

16. **Governing Law.** These Terms shall be governed by the laws of the state of Texas, without regard to Texas's choice of law rules. You agree that any action at law or in equity arising out of, or relating to, these Terms shall be filed only in the state and federal courts located in Dallas County, Texas, and You consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

17. **Miscellaneous.**

- a. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Freedom Run to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Freedom Run's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Freedom Run for access to, or use of, a Resource (the "**Additional Terms**"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
- b. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Freedom Run and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
- c. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Freedom Run's prior, express, and written consent.