

INSTRUCTIONS

THIS IS NOT A SIGNABLE CONTRACT.

This PDF is provided to our customers so that they can review the standard service agreement prior to receiving an official copy. If you are satisfied with this contract please contact your sales or account representative for an actionable document.

SUBSCRIPTION SERVICE AGREEMENT

This Agreement, entered by and between _____ with a mailing address of _____ (“Subscriber”), and STRIVVEN MEDIA, LLC, a North Carolina limited liability company with a mailing address of 1280 Hendersonville Rd, Asheville, NC 28803 (“Strivven”), shall take effect on _____ (the “Effective Date”). Subscriber and Strivven are sometimes referred to herein individually as a “Party” or collectively, as the “Parties.”

RECITALS:

- A. Subscriber is a(n) _____ in _____.
- B. Strivven is a provider of the VirtualJobShadow.com and the VJSJunior.com website services.
- C. Both Subscriber and Strivven desire to make one or more of Strivven’s services available to Subscriber’s Users according to the terms provided herein. “Users” are defined collectively as Subscriber’s Staff Users and Student/Client Users.

In consideration of the foregoing premises, the mutual covenants and agreements set forth in this Agreement, the Parties consent as follows:

- 1. Strivven Products. Strivven will provide Subscriber with standard versions of the VirtualJobShadow.com and/or VJSJunior.com website services in the manner specified in **Exhibit B** (“Strivven Products”).
- 2. Access to Strivven Products. Strivven Products will be made available to Subscriber and its Users at the locations described within **Exhibit A**, with access to the service during the Term and subject to the terms and conditions of this Agreement.
- 3. Pricing. Pricing is defined by course in the attachment to **Exhibit B**.
- 4. Invoices. Subscriber shall pay Strivven within thirty (30) days of receiving an invoice for all amounts properly billed according to the prices set forth in the attachment to **Exhibit B**.
- 5. Custom Development. Subscriber shall have the option to engage Strivven for custom development to meet educational needs. The custom development cost, if applicable, shall be mutually agreed upon by the Parties and specified in the attachment to **Exhibit B**.
- 6. Maintenance, Support & Technical Requirements.
 - 6.1. Uptime: Strivven is responsible for ensuring the Strivven Products remain accessible. Subscriber will be notified by email (i) whenever Strivven Products are inaccessible for sixty minutes or more; (ii) whenever a major new functionality is added or removed within Strivven Products; and (iii) whenever Strivven is planning maintenance, which will interfere with access or functionality.
 - 6.2. Backup: Strivven regularly backs up all student responses to ensure that in even the most catastrophic scenario we will lose no more than the most recent 24 hours of data.
 - 6.3. Support. Strivven will provide technical support via email, phone and instant messaging. Support requests can be filed at any time (24 hours a day, seven days a week) and Strivven will always respond as soon as possible.
 - 6.4. Technical Requirements. Student Users will need a web connection in order to use the Strivven Products. The Strivven Products will function reliably on every major combination of operating system and browser. Strivven defines "major" as any combination used by 5% or more of those accessing Strivven's site, based on Google Analytics. Today this includes recent versions of Windows, and Apple operating systems running recent versions of Microsoft Edge, Google Chrome, Firefox and Safari.

7. License & Terms of Service.

7.1. License. Strivven hereby grants to Subscriber and its Users a worldwide, non-exclusive, non-transferable, non-sublicenseable license to use the Strivven Products.

7.2. Terms of Service. Subscriber agrees that the Strivven Products purchased hereunder are provided exclusively for distribution to and use by the Users for individual, personal, non-commercial and non-transferable use, and may not be distributed in any manner to other students, individuals, institutions, or third parties.

8. Intellectual Property.

8.1. All right, title and interest in and to the Strivven Products and the content, materials and data contained therein, and any derivative works thereof is expressly reserved by Strivven.

8.2. Each party owns certain trade names and trademarks (collectively, "Marks"), and such Marks are and will remain the exclusive property of such party. This Agreement gives the other party no rights therein, and the other party will never assert any rights therein. Subscriber further agrees not to remove or alter any trademark or other proprietary notice in or on any Strivven Product.

8.3. Strivven acknowledges and agrees that all Student Data is the exclusive property of Subscriber and its Users, and may only be used by Strivven to fulfill its obligations under this Agreement.

9. Publicity. Neither party will issue any press release concerning its relationship with the other, without the other party's prior written consent (not to be unreasonably withheld).

10. Confidentiality.

10.1. Confidential Information. The Parties hereby agree that information disclosed by the other Party, its employees or agents which, by the nature of the circumstances surrounding the disclosure, ought in good faith be treated as proprietary or confidential information, including without limitation planning information, financial information and the terms of this Agreement, will be considered and referred to collectively as "Confidential Information."

10.2. Student Data. Confidential Information shall also include any and all information (regardless of format) that relates to Strivven Product usage by a Student User (collectively, "Student Data"). Student Data is protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. For the purposes of FERPA, Strivven shall be considered to be a "school official" of Subscriber and may transmit, share or disclose Student Data without a Student User's written consent to other school officials of Subscriber who have a legitimate educational interest in the records.

10.3. Nondisclosure and Non-use. In addition to the limitation set forth above, neither Party shall disclose, publish or disseminate Confidential Information to anyone other than their adequately trained employees, agents and/or independent contractor(s) under their direction and/or control with a need to know or as otherwise authorized by the other Party in writing. Strivven agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Strivven further agrees to use Confidential Information for the sole purpose of carrying out its obligations to Subscriber and to refrain from contacting Users for any purpose other than Strivven Product fulfillment. Each Party agrees that, upon the other Party's request, to return, transfer or certify the destruction of all Confidential Information upon termination of this Agreement.

10.4. Exclusions. Neither Party shall have an obligation with respect to information which: (i) was rightfully in the possession of, or known to the receiving Party without any obligation of confidentiality prior to receiving it from the disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained from a source other than the disclosing Party without any obligation of confidentiality (however Strivven may not independently collect information from Users via requests, offers, or advertisements associated with a Strivven Product); and (iv) is developed by or for the receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence. The receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency or as otherwise may be required by applicable data protection or privacy laws, provided that the receiving

Party provides the disclosing Party: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

11. Limitation on Damages. Under no circumstances will either Party be liable to the other Party for indirect, incidental, consequential, special or exemplary damages (even if such party has been advised of the possibility of such damages), arising from any provision of this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business.

12. Non-Discrimination. Both Parties agree to accept, assign and evaluate Users regardless of race, sex, color, religion, creed, national origin or ancestry, age, Vietnam-era veteran status or sexual orientation. Additionally, for computer-based educational resources, Subscriber looks to the requirements of Section 508 of the Rehabilitation Act, Section 1194.22 (see www.section508.gov) to provide programs and services in a manner accessible to people with disabilities. Accordingly, Strivven shall wherever possible, ensure that its Strivven Products meet or exceed section 508 requirements, and shall otherwise promptly support Subscriber to ensure access as needed.

13. Indemnification. Each Party agrees to indemnify and hold the other Party harmless from all claims, losses, expenses, fees (including legal fees and expenses), costs, and judgments that may be asserted against the other Party which arise as a result of a Party's failure to meet any of its obligations under this Agreement.

14. Independent Contractor. Strivven shall be an independent contractor with respect to the engagement contemplated by this Agreement and nothing contained herein creates or is intended to create any employment, partnership, joint venture, or agency relationship between the Parties.

15. Term and Termination.

15.1. **Term.** The term of this Agreement shall commence on the Effective Date and continue, unless earlier terminated as set forth below, for a period of _____ (____) months from the date Strivven first provides Subscriber access to Strivven's Products (the "Initial Term") and shall automatically renew for one or more twelve (12) month periods (each a "Renewal Term") until one party gives the other party written notice of its intent to terminate the Agreement ninety (90) days prior to the then current expiration date.

15.2. **Termination.** Either Party may terminate this Agreement, effective upon written notice to the other Party for any material breach not cured within thirty (30) days of receipt of notice of the breach. Additionally, this Agreement may be terminated immediately by a Party upon the occurrence of any of the following: (i) a receiver is appointed for the other Party or its property; (ii) the other Party makes a general assignment for the benefit of its creditors; (iii) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within sixty (60) days; or (iv) the other Party is liquidating, dissolving, or ceasing to do business in the ordinary course.

16. Entire Agreement. This Agreement, together with any related agreements entered into between the Parties, supersede any and all agreements, whether oral or written, between the Parties hereto, with respect to the engagement of Strivven by Subscriber and contains all of the covenants and agreements between the Parties with respect to providing the Strivven Products in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise with respect to such engagement not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by all the Parties hereto. The terms and conditions outlined in this Agreement shall override all "click-through" agreements; any "click-wrap" agreements, any automatic update agreements, and any other agreement, of whatever kind, whereby the Users purport to enter into or accept contractual terms or conditions that are different from, or in addition to, this Agreement. Strivven agrees that no individual user agreements, licensing agreements, or other type of individual agreement of any kind will be presented to the Users.

Exhibit “A”

Customer Locations

Strivven Products will be made available to Subscriber and its Users at the following locations, with access to the service during the Term and subject to the terms and conditions of this Agreement:

SAMPLE

Exhibit “B”

Strivven Products

Strivven shall provide the following Strivven Products in accordance with the terms and conditions of the Agreement:

(see attached quote)

SAMPLE