

MOONAMI, LLC

MASTER SERVICE LEVEL AGREEMENT (MSA) HOSTING AND SUPPORT SERVICES

This LICENSE AND HOSTING AND SUPPORT SERVICES AGREEMENT (this “Agreement”) is entered into and effective as of the date designated as the “Effective Date” on the signature page hereto (the “Effective Date”) by and between MOONAMI, LLC, a Indiana limited liability company which has its principal place of business at 12175 Visionary Way, Suite 360, Fishers, IN, 46038 USA (“Moonami”), and the undersigned company, entity, institution or organization listed on the signature page hereto (“User”).

RECITALS

A. Moonami provides support and hosting services for certain open-source software, learning management systems and/or platforms in the education field, including Moodle, Mahara, Drupal, Wordpress and BigBlueButton.

B. User has executed an Moonami Proposal /Service Order Form for Moonami to provide hosting and support services with respect to one or more specific open-source software programs, learning management systems or platforms. Refer to corresponding Moonami Proposal / Service Order Form for detail.

C. The parties execute this Agreement to set forth the terms and conditions governing Moonami’s provision of, and User’s use of, such software and services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, the parties hereto agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall mean as follows:

a. Addendum means the Addendum attached hereto as an Exhibit, which may contain terms modifying certain specified terms contained in the main body of this Agreement and/or terms that are in addition to those contained in the main body of this Agreement. If the Addendum contains a term that specifically modifies a term set forth in the main body of this Agreement, the term set forth in the Addendum shall govern and control and supersede the specified term set forth in the body of this Agreement.

b. Authorized Personnel means Administrators and End-Users. “Administrators” are the employees or agents of User who are responsible for technical matters relating to User and End-Users’ use of the Software and may have certain administrative privileges not afforded

to End-Users. “End-Users” are the employees, members, constituents, or students of User who have been authorized by User’s Administrators to access and use the Software.

c. Documentation means any written or electronic instructions, specifications, product data and/or information relating to the Software or the Services which is provided at any time by Moonami to User in connection with this Agreement, which instructions, data and information may be posted by Moonami at its website, <http://moonami.com> (the “Website”) or at the URL. The Documentation is not intended to provide a comprehensive description of the specifications and functionality of the Software or the Services and no statement or representation set forth in the Documentation is, or is intended to be, a warranty with respect to the Software or the Services.

d. Intellectual Property means, collectively, all inventions; patents; trademarks, logos, and associated goodwill; copyrights and copyrighted works, including without limitation software code; trade secrets and confidential business information; know-how; methodologies; data; configurations, designs and specifications.

e. Law or Laws means all applicable local, state, provincial and federal directives, rules, assessments, regulations, filing requirements, ordinances, statutes, codes, judgments and provisions of civil or common law.

f. Open-Source License(s) means the applicable open-source license(s) that govern(s) the Software (for example, GPLv3 (the GNU General Public License, Version 3)).

g. Order means the Moonami Proposal / Service Order Form or other document or agreement that has been executed or otherwise agreed by User pursuant to which User has engaged Moonami to provide hosting and support services for the Software, which Order is referenced on the signature page attached hereto. Each Order shall contain the following information at a minimum: (i) the specific Software (and version thereof) to be hosted and supported by Moonami for User;

(ii) the names and contact information of User’s Administrators; (iii) the maximum number of active-users who may concurrently access and use the Software; (iv) any specific services to be provided by Moonami in addition to the hosting and support services that are described in this Agreement, including LECS (as described in Section 7 below); (v) the period of time for which Moonami will provide the Services (which will be one (1) year unless otherwise stated in the Moonami Proposal /Service Order Form); and (vi) the fees to be paid by User to Moonami for providing the Services (the “Fees”), together with the terms of payment. In the event of a conflict between this Agreement and the Moonami Proposal /Service Order Form, the terms of this Agreement shall govern and control.

h. Proprietary Information means any non-public information, data and software of Moonami that is provided by Moonami to User or any Authorized Personnel in connection with the Services, in whatever form or medium, whether oral, written, graphic, machine-readable

form or otherwise, including without limitation, object code, source code, software tool specifications, functions and features, integration and shared data block specifications, configurations and designs, marketing strategies, business, product or acquisition plans, information relating to current business relationships or strategies, and customer lists. Moonami's failure to mark any information or materials as confidential, protected or proprietary will not affect its status as Proprietary Information under this Agreement. Without limiting the generality of the foregoing, "Proprietary Information" of Moonami will specifically include (i) the Documentation (except those portions that may be accessed by the general public at the Website); (ii) all of Moonami's configurations and designs relating to the Software (or any module or component thereof), together with all information relating to such configurations and designs; and (iii) all of Moonami's configurations and designs relating to the Services and/or Moonami's hosting or delivery of the Software (or modules or components thereof), together with all information relating to such configurations and designs.

i. Services means the Hosting Services and the Support Services to be provided by Moonami to User with respect to the Software specified in the Moonami Proposal /Service Order Form, together with any other specific services relating to the Software that are described in the Moonami Proposal /Service Order Form.

j. Software means the open-source software program, learning management system, application or platform that is hosted and supported by Moonami for User's use as part of the Services. The specific open-source software and the version thereof (e.g. Moodle, Mahara or Drupal, Wordpress, BigBlueButton) is set forth in the Moonami Proposal /Service Order Form. If the Moonami Proposal /Service Order Form covers more than one such software program, learning management system, application or platform this Agreement shall apply to all such software and references herein to "Software" shall mean all such software programs, learning managements systems, applications or platforms unless otherwise indicated. The Software will be hosted by Moonami and access to the Software will be provided through a web interface (the "Interface") at a unique domain or URL to be designated by Moonami (the "URL"). Each Administrator or End-User may access the Software via the Interface using a unique User ID and Password that is created by, or issued to, such Administrator or End-User ("Log-In Information").

2. License. Subject to the terms of this Agreement, including User's payment of all Fees in accordance with the terms of the Order, Moonami grants User a limited, non-transferable, non-sublicenseable, non-exclusive license (the "License") during the term of this Agreement for its Authorized Personnel to access and use Moonami's networks and Host Servers to access and use the Software via the Interface at the URL solely for User's internal business use and purposes. User's use of the Software is expressly limited to access and use of the Software only by Authorized Personnel. User shall not authorize, permit or allow the Software to be accessed or used by any person or entity other than Authorized Personnel or for any Authorized Personnel to access or use the Software by any means other than by utilizing the Interface at the URL or APIs designated by Moonami. User shall implement reasonable measures and procedures to seek to ensure that each End-User protects its Log-In Information

and does not permit any unauthorized person to access or use the Software using such End-User's Log-In Information. User is and shall be responsible and liable to Moonami for all acts and omissions of any of its End-Users (and any other third party authorized by User) which violate any of the terms of this Agreement.

3. Hosting Services. Moonami shall host the Software on physical or virtual servers of Moonami's designation in accordance with the terms set forth on Exhibit A attached hereto (the "Hosting Services"). Moonami shall have sole discretion with respect to all protocols, procedures and technical requirements relating to the hosting of the Software, the hosting environment, the host servers, and the design and functionality of the Interface and the URL. Except as required by the applicable Open-Source License(s), Moonami shall have no obligation to provide any copies of the Software to User, including without limitation, the source code or the object code of the Software. If User is entitled to receive copies of any code for the Software under the applicable Open-Source License(s), Moonami will provide such code upon User's request.

User is solely responsible, at its sole cost and expense, for procuring all necessary hardware, software, equipment and services necessary for Authorized Personnel to access the Internet and to access and use the Software via the Interface at the URL, including without limitation, the services of an Internet Service Provider.

4. Support Services. Moonami shall provide the support services for User that are described on Exhibit B attached hereto (the "Support Services").

5. Acceptable Use Policy. User's access and use of the Software is subject to User and all Authorized Personnel's compliance with the terms of the Acceptable Use Policy attached hereto as Exhibit C Moonami Security Hosting Document (the "Acceptable Use Policy"). **Moonami may reasonably revise the Acceptable Use Policy upon thirty (30) days prior written notice to User as is reasonably necessary to protect the security of Moonami's networks and systems.** If User does not agree with any such revisions, User's sole remedy is to terminate this Agreement by providing written notice to Moonami within five (5) business days of User's receipt of written notice of Moonami's revisions to the Acceptable Use Policy, in which event Moonami shall refund to User a pro-rata portion of the Fees paid by User under the Order, which pro-rata amount shall be based on the period of User's use of the Services and the term of the Order. If User fails to exercise such termination right, User shall be deemed to have accepted all of the revisions to the Acceptable Use Policy. User is responsible for ensuring that its End-Users comply with the applicable terms and conditions of the Agreement with respect to their use of the Services and the Software, including the terms of the Acceptable Use Policy. User acknowledges and agrees that Moonami may, but shall have no obligation, to monitor User and its End-Users' access to and use of the Software and the Services and any content, data or materials that are created, posted, transmitted, displayed, or otherwise used or made available by User or any End-User using the Software or the Services. In addition to any other rights and remedies of Moonami, Moonami will inform User if any content data or materials that are created, posted, transmitted, displayed, or otherwise used or

made available by User or any End-User using the Software or the Services if Moonami has reasonable grounds to believe that such content, data or materials have been created, posted, transmitted, displayed, or otherwise used or made available. in violation of the terms of the Acceptable Use Policy and give user a cure/remedy period of 15 days. If not cured, Moonami (a) may temporarily or permanently remove or disable access to any content, data or materials that are created, posted, transmitted, displayed, or (b) temporarily suspend User's and all End-Users' access to and use of the Software and the Services if Moonami has reasonable grounds to believe that User or any End-User has violated the Acceptable Use Policy until such time as Moonami has investigated such potential violation and all necessary corrective action has been taken to Moonami's reasonable satisfaction; and/or.

(c) temporarily or permanently suspend the rights of any End-User to access or use the Software or the Services if Moonami has reasonable grounds to believe that such End-User has violated the Acceptable Use Policy. User expressly consents to Moonami's disclosure of any information relating to User or any End-User's use of the Software and/or the Services to the appropriate authorities (i) as may be requested or required by any governmental agency or court in connection with any criminal or civil investigation or any legal proceeding; and/or (ii) if Moonami reasonably suspects that User or any End-User has committed a violation of any Laws. User forever waives and releases Moonami from any liability arising out of, or relating to, any action taken by Moonami pursuant to this Section 5.

6. Additional Software Installation; Modifications. User shall not implement or install any software programs, applications, plug-ins or add-ons (collectively, "Additional Software") on Moonami's network, systems or Host Servers in connection with User's use of the Software without Moonami's prior consent. If User desires to install or implement any Additional Software, User shall make such request to Moonami through the Support Portal and Moonami will consider such request and assess the coding standards, compatibility, security and stability of such Additional Software. If Moonami approves User's request to install or implement Additional Software, such installation and implementation will be undertaken by Moonami in accordance with its applicable implementation processes and shall be subject to User's payment of all applicable fees and costs charged by Moonami. Note: This excludes Moodle Plug-ins which can be added by user with no additional cost. If User or any Authorized User implements or installs any Additional Software on Moonami's network, systems or Host Servers that has not been approved by Moonami or otherwise fails to comply with the provisions of this Section 6, User shall be in material breach of this Agreement, in which event, and in addition to all other rights and remedies available to Moonami, Moonami may remove, uninstall or disable such Additional Software and/or suspend User's and all End-User's access to and use of the Software and the Services without prior notice to User. Further, User shall not modify any code of the Software without Moonami's prior consent, which may be withheld by Moonami in its sole discretion.

7. Ownership and Intellectual Property Rights. The parties acknowledge and agree that subject to the terms of the applicable Open-Source License(s), as between the parties, Moonami owns and shall own all rights, title and interests in and to all software

development tools, proprietary software programs, software code, know-how, methodologies, processes, technologies, algorithms, materials, deliverables, works and Intellectual Property that are provided or used by Moonami in connection with its provision of the Services to User. Nothing in this Agreement grants, or should be construed to grant, to either party any right, title or interest in or to any Intellectual Property of the other party. User shall not remove any trademark or copyright, restricted rights, limited rights, proprietary rights or confidentiality notice included in or affixed by Moonami to any tangible or intangible materials provided or made available by Moonami in connection with its provision of the Services.

8. Warranties and Representations.

a. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it has the right to enter into this Agreement and all necessary actions, corporate or otherwise, have been taken to authorize the execution and delivery of this Agreement, which constitutes a valid and binding obligation of such party; and (ii) it shall, in all

b. material respects, comply with and act in accordance with any and all applicable Laws as such Laws relate to such party and/or this Agreement.

c. Disclaimer of Warranties. THE EXPRESS WARRANTIES SET FORTH IN SECTION 8(a) ABOVE ARE THE ONLY WARRANTIES MADE BY MOONAMI WITH RESPECT TO THE SOFTWARE AND THE SERVICES. MOONAMI HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SOFTWARE AND THE SERVICES, AND THE SOFTWARE AND THE SERVICES ARE MADE AVAILABLE AND PROVIDED “AS IS.” NO OTHER ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY MOONAMI IN PERFORMING THE SERVICES WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES MADE BY MOONAMI. MOONAMI'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY MOONAMI RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE AND/OR ANY SERVICES.

d. Compliance With Open Source License(s). The Software is open-source software that has not been developed by Moonami and is subject to the terms of the applicable Open-Source License(s). Moonami's provision of the Services and User's use of the Software is subject to the terms of the applicable Open-Source License(s) and User agrees to comply with all such terms at all times.

e. Third-Party Software. User acknowledges and agrees that software utilized by Moonami in connection with its provision of the Services may be licensed to Moonami by third parties or derived from or built upon third party software or open-source software licensed to or

utilized by Moonami (collectively, “Third Party Software”). Moonami makes no warranty with respect to any Third Party Software and no third party licensor of any Third Party Software makes any warranty with respect thereto, assumes any liability regarding User’s use thereof, nor undertakes to furnish any support or information relating thereto. Moonami agrees to pass through to User those warranties, if any, that are permitted to be passed through to Moonami’s licensees by the terms of the license agreements between Moonami and the third party licensors of Third Party Software.

9. Indemnification.

a. User Indemnification. User shall defend, protect, indemnify, and hold harmless Moonami and all of its officers, directors, employees, agents, affiliates, licensees and business partners (each, a “Moonami Party”) from and against any and all damages, losses, liability and expenses (including reasonable attorney’s fees and court costs) incurred by Moonami or a Moonami Party, or claims made against Moonami or a Moonami Party which arise out of, or relate to (i) User or any End-User’s use of the Software and/or the Services; (ii) any breach of this Agreement (including the Acceptable Use Policy or the confidentiality provisions of Section 12 below) by User or any End-User; (iii) any breach of any applicable Open-Source License by User or any End-User; and/or (iv) any claim asserted by a third party (including claims for Intellectual Property infringement, violation of rights of publicity, violation of contractual or proprietary rights, and defamation) arising out of, or relating to, User or any End-User’s use of the Software and/or the Services, including without limitation, the posting, transmitting, accessing, displaying, uploading, or use by any End-User of any content or materials in connection with its use of the Software and/or the Services.

b. Infringement. If the Software, the Services, or any software, module or component utilized by Moonami in connection with its provision of the Services (“Infringing Matter”) becomes, or in Moonami’s opinion is likely to become, the subject of a claim or allegation that it violates, misappropriates or otherwise infringes the Intellectual Property or proprietary rights of any third party, Moonami shall, at its sole expense and option, either procure for User the right to continue using the Infringing Matter, replace the Infringing Matter, modify the Infringing Matter so that it becomes non-infringing, or if the Infringing Matter is not material to the functionality and performance of the Software and User’s use thereof, remove the Infringing Matter. If, in Moonami’s sole opinion, neither of these options is reasonably practical, Moonami may immediately terminate this Agreement and the Order by providing written notice of termination to User. If this Agreement and the Order are terminated by Moonami in accordance with the terms of this Section 10(b), Moonami shall refund to User a pro-rata portion of the Fees paid by User under the Order, which pro-rata amount shall be based on the period of User’s use of the Services and the term of the Order. Under no circumstances will Moonami have any liability to User for Intellectual Property infringement claims relating to the Software and/or any Third Party Software. This Section 9(b) states Moonami’s entire obligation regarding Intellectual Property infringement relating to the Software and the Services.

10. Limitation of Liability. IN NO EVENT SHALL MOONAMI BE LIABLE TO USER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND/OR THE SERVICES, REGARDLESS OF WHETHER OR NOT MOONAMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL MOONAMI'S TOTAL LIABILITY TO USER, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE ORDER, THIS AGREEMENT, THE SOFTWARE AND/OR ANY OF THE SERVICES PROVIDED OR TO BE PROVIDED BY MOONAMI, EXCEED THE TOTAL FEES PAID BY LICENSEE TO MOONAMI PURSUANT TO THE ORDER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED ACT OR OMISSION WHICH GIVES RISE TO SUCH ALLEGED LIABILITY.

11. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and, unless terminated earlier as provided in Section 11, shall continue for the term of the Order (the "Order Term"). If no term is specified in the Order, the Order Term shall be a period of one (1) year from the Effective Date. User's continued use of the Software and/or the Services following the expiration of the Order Term shall require User to execute a new Order upon mutually-agreeable terms (or an addendum to the current Order). If User executes a new Order (or an addendum to the current Order) and continues to use the Software and/or the Services, the Order Term (and, thus, the term of this Agreement) shall continue for the period of such new Order (or addendum), which shall be a period of one (1) year unless a shorter or longer period is specified in such new Order (or addendum); provided, however, that, if in connection with User's execution of a new Order (or an addendum thereto), Moonami requires User to execute a new version of this Agreement, Moonami may terminate this Agreement and User's continued use of the Software and the Services pursuant to the new Order (or any addendum thereto) shall be conditioned upon User's execution of a new version of this Agreement.

b. Termination. Moonami may terminate this Agreement and the Moonami Proposal /Service Order Form immediately upon written notice to User if (i) User or any End-User breaches this Agreement (including the Acceptable Use Policy) and such breach is not totally cured within five (5) business days of User's receipt of notice from Moonami specifying such breach; (ii) User fails to pay any Fees in accordance with the terms of the Moonami Proposal /Service Order Form and such Fees remain outstanding for more than thirty (30) days following the date such Fees are required to be paid under the terms of the Moonami Proposal /Service Order Form; and/or (iii) User (1) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect; (2) seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any

substantial part of its assets, or consents to any such relief or to the appointment of any such official in an involuntary case or other proceeding commenced against it; (3) makes a general assignment for the benefit of creditors, or takes any corporate action authorizing any of the foregoing; or (4) an involuntary case or other proceeding is commenced against User seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereinafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets, and such involuntary case or other proceeding is not dismissed or stayed within thirty (30) days of its filing.

c. Termination For Convenience. Notwithstanding the foregoing, User may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to Moonami. User would be entitled to a pro-rated refund for any up-front payment by user of time not used with Moonami.

d. Consequences of Termination. Upon the expiration or any termination of this Agreement, (i) User shall pay all Fees owed to Moonami as of the date of termination pursuant to the Moonami Proposal / Service Order Form and User shall not be entitled to a refund of any Fees except as expressly set forth in Section 11. User and all of its End-Users shall immediately cease all use of the Software and the Services; and (iii) all terms of this Agreement which expressly or by their nature survive the termination of this Agreement shall so survive, including without limitation, the provisions of Sections 8, 9, 10, 11, and 12. Nothing in this Section 11 shall limit or impair any other rights or remedies available to Moonami at law or in equity.

e. Events Upon Termination. Upon termination of this Agreement by either Party for breach or convenience, Moonami shall facilitate and ensure the access and return of all User's data back to User in such a format as to ensure the continued usability of data by User. Moonami's standard procedure is to shred the Moodle datafile directory which overwrites the contents of the folder with the Gutman method. We also permanently drop the database in the AWS Aurora RDS instance. All client backup volumes, shall be removed, deleted, and destroyed after 90 days.

12. Proprietary Information. User acknowledges and agrees that, in connection with Moonami's provision of the Services, User may learn or acquire proprietary Information of Moonami. As a material inducement to Moonami to disclose such Proprietary Information, User covenants and agrees that it will not (and will ensure that no End- User will), except with the prior written consent of Moonami or except as otherwise permitted by the terms of this Agreement, at any time directly or indirectly: (a) reproduce, distribute, transmit, publicly display, modify, create derivative works based upon, or disclose, deliver, display, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Proprietary Information of Moonami; or (b) use Proprietary Information of Moonami for any purpose other than in connection with its use of the Software and the Services in accordance

with the terms of this Agreement. User further covenants and agrees to adopt, implement and maintain commercially reasonable measures to protect the Proprietary Information of Moonami from unauthorized use or disclosure by User or any of its End-Users, including without limitation, adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees and subcontractors, and maintaining Proprietary Information of Moonami in a manner designed to ensure that it will not be used or disclosed in violation of this Agreement. User will promptly notify Moonami if it becomes aware of any unauthorized use or disclosure of any Proprietary Information of Moonami and, at Moonami's request, User will take such action as may be reasonably necessary and legally permissible to seek to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents, including all End-Users. User stipulates and agrees that Moonami will suffer irreparable harm in the event of any breach of the provisions of this Section 13 and that monetary damages will be inadequate to compensate Moonami for such breach. Accordingly, User stipulates and agrees that, in the event of a breach or threatened breach of any of the provisions of this Section 12 and in addition to and not in limitation of any other rights, remedies or damages available at law or in equity to Moonami, Moonami will be entitled to injunctive relief in order to prevent or restrain any such breach or threatened breach. The provisions of this Section 12 will, specifically and without limitation, survive the expiration or termination of this Agreement.

Confidential Information.

Limitation on Use and Disclosure. Except as otherwise permitted under this MSA, the user will not knowingly disclose to any third party, or make any use of Discloser's Confidential Information. The Recipient will use at least the same standard of care and security to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance, but in no event may the standard of care and security be below that customary and reasonable under the circumstances. At a minimum, the Recipient shall maintain the Confidential Information (i) in a secure location or (ii) if stored on Client's Student Information System, under circumstances requiring secure password access. Only employees of Recipient who have a reasonable need to know of the Confidential Information in order to perform their responsibilities may be given access to the Discloser's Confidential Information.

Ownership of Client Data. As between the parties hereto, the parties agree that users data shall include users data collected, used, processed, stored, or generated as the result of the use of the Services. User data is and shall remain the sole and exclusive property of the user and all right, title, and interest in the same is reserved by user. This Section shall survive the termination of this MSA.

13. Terms of General Application.

a. Independent Parties. User and Moonami are independent parties and neither party is, and shall not be deemed to be, an employee, partner or agent of the other party for any purpose whatsoever. This Agreement does not create a joint venture, franchise relationship or partnership, and neither party has the authority to bind the other to any third party.

b. Assignment; Successors; Assigns This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. User shall not assign this Agreement or any of its rights and obligations under this Agreement without the prior written consent of Moonami, which consent may be withheld by Moonami in its sole discretion.

c. Notices. All notices provided in connection with this Agreement shall be in writing and delivered to the parties as follows: (i) if to Moonami to the address set forth in the preamble to this Agreement or to such other address designated by Moonami in accordance with the terms of this Section 14(c); and (ii) if to User, to the address of User set forth on the signature page hereto or such other address designated by User in accordance with the terms of this Section 14(c). Notices required by this Agreement shall be deemed received (i) upon delivery, when delivered in person or by commercially receipted courier; (ii) upon the date sent by facsimile or e-mail, if confirmed; or (iii) five (5) business days after deposit with the U.S. Postal Service by registered or certified mail.

d. Entire Agreement. This Agreement and the Services Order Form, including all exhibits, comprises the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all prior representations and agreements with respect to the subject matter hereof. This Agreement can be amended or modified only by a written instrument signed by both Moonami and User.

e. Governing Law; Venue. This Agreement shall be construed in accordance with, and governed by, the laws of Indiana, without regard to the conflict of law and choice of law rules of any jurisdiction. Any and all claims and disputes arising out of, or relating to, this Agreement, or the performance or non-performance by either party of any of its obligations hereunder shall be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in Indianapolis, Indiana. Each party consents to the exclusive personal jurisdiction of and venue in any such court.

f. No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

g. Severability. If any provision of this Agreement, or the application thereof, is for any reason, and to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the

extent possible, the business purposes and intent of such invalid and unenforceable provisions.

h. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, acts of God, acts of terrorism, or other causes beyond its reasonable control.

END OF AGREEMENT. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have caused this License and Hosting and Support Services Agreement to be executed as of the Effective Date by their duly authorized representatives.

EFFECTIVE DATE: December 14, 2016,

MOONAMI, LLC

Meridian Technical Charter HS	Moonami
<p>Meridian Technical Charter High School, Inc. 3800 N Locust Grove Rd Meridian, ID 83646</p> <p>Name <u>Randall Yadon</u></p> <p>Title <u>Charter Administrator</u></p> <p>Date <u>December 14, 2016</u></p> <p>By _____</p>	<p>Moonami, LLC 12175 Visionary Way, Suite 360 Fishers, IN 46038</p> <p>Name _____</p> <p>Title _____</p> <p>Date _____</p> <p>By _____</p>

Moonami Engineering, and Operations

Moonami Security

Moonami, LLC

26 August 2015

1 MOONAMI SECURITY INFRASTRUCTURE

Moonami's Moodle hosting platform is hosted on the world-leading cloud infrastructure provided by Amazon Web Services (AWS). The AWS infrastructure is highly stable, fault-tolerant, and secure as attested by the following certifications:

- Statement on Auditing Standards No. 70 (SAS 70) Type II audited
- Service Organization Controls 1 (SOC 1) reported and published under both the Statement on Standards for Attestation Engagements 16 (SSAE 16) and the International Standard on Assurance Engagements 3402 (ISAE 3402) standards
- Certified ISO/IEC 27001:2005 Information technology – Security techniques – Information security management systems – Requirements
- Level 1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS)
- Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation received from the U.S. General Services Administration.

For additional information about AWS security certifications and standards compliance, please refer to <http://aws.amazon.com/security> and <http://aws.amazon.com/compliance/>.

1.1 AWS Network Security

The AWS cloud infrastructure provides extensive network and security monitoring systems to protect the Moodle production environment and its data. These systems protect against:

- **Distributed Denial Of Service (DDoS) Attacks.** Proprietary DDoS mitigation techniques are used. Additionally, AWS's networks are multi-homed across a number of providers to achieve Internet access diversity.
- **Man In the Middle (MITM) Attacks.** All of the AWS APIs are available via SSL-protected endpoints which provide server authentication. Amazon Elastic Compute Cloud (EC2) Amazon Machine Images (AMIs) automatically generate new Secure Shell (SSH) host certificates on first boot and log them to the instance's console.
- **IP Spoofing.** Amazon EC2 instances cannot send spoofed network traffic. The AWS-controlled, host-based firewall infrastructure will not permit an instance to send traffic with a source IP or MAC address other than its own.
- **Port Scanning.** When port scanning is detected, it is stopped and blocked.

1.2 AWS Services

The AWS services used to host Moodle include Elastic Compute Cloud (EC2), Elastic Load Balancing (ELB), Simple Storage System (S3), Elastic Block Store (EBS), Virtual Private Cloud (VPC), Simple Email Service (SES), CloudFront, Identity and Access Management (IAM), DirectConnect, and CloudSearch. All Moodle application nodes are hosted on the Amazon EC2 and S3 infrastructure, making full use of the real-time redundancy and capacity capabilities.

1.3 AWS Regions and Data Centers

Amazon EC2 is hosted in multiple locations worldwide. These locations comprise regions and Availability Zones. Each region is a separate geographic area and each region has multiple, isolated locations known as Availability Zones. Moonami uses three AWS regions: the US East (Northern Virginia) Region with 5 EC2 Availability Zones, the US West (Oregon) Region with 3 EC2 Availability Zones, and the AWS EU West (Ireland) Region with 3 EC2 Availability Zones.

AWS data centers utilize state-of-the-art electronic surveillance and multi-factor access control systems. Data centers are staffed 24x7 by trained security guards and access is authorized strictly on a least privileged basis. Environmental systems are designed to minimize the impact of disruptions to operations. Multiple geographic regions and Availability Zones provide resilience in the face of most failure modes including natural disasters or system failures.

AWS data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide back-up power in the event of an electrical failure for critical and essential loads in the facility. Generators provide back-up power for the data centers of the entire facility.

1.4 AWS Data Security

All data traffic in and out of client Moodle sites is 128-bit TLS/SSL-encrypted over HTTPS connections. Data is stored redundantly in the Amazon S3 infrastructure across and multiple geographic regions and multiple data centers. Moodle data is replicated in near real-time on the Amazon S3 infrastructure and is also backed up on a daily basis to geographically separate locations. Daily backups of Moodle data include media, file system data, course structures, coursework, analytics, rubrics, learning outcomes, and metadata. Data replication and backups ensure that, in the event of a necessary system restore, the potential data loss would be limited to no more than sixty minutes of data.

1.5 Moodle Disaster Recovery

Client site disaster recovery is accomplished through site-level backup information retrieved

from Amazon Web Services data storage services, S3 and Glacier.

Full snapshots of databases and file stores are capture every hours, 24/7/365. Snapshots are stored on Amazon S3, a highly durable storage service that automatically replications data across multiple AWS regions. Daily (midnight) snapshots are maintained for 90 days. Weekly (Sunday night) snapshots are retained for 1 year.

Full recovery of client site can be accomplished in 4 hours or less, depending on the amount of data involved.

Clients may also have periodic snapshots automatically routed to any network-accessible data storage service.

2 MOONAMI INTERNAL SECURITY

Moonami uses commercially reasonable efforts to provide logical and physical security designed to maintain the integrity of the logical and physical security of its internal systems and customer data and content.

2.1 *System and Data Access Policy*

Moonami uses a multiple approval system for granting access to employees. First, the manager of the employee requesting access must fill out a ticket requesting detailed level of access to the system and specifying which parts, functions, and features are to be accessible by the employee. Clear, valid, and necessary business justification must be provided for the user in question.

The completed access request ticket is then routed to the Director of Operations. If approved by the Director of Operations, the request ticket is routed to the Operations team for final approval. If all parties approve the employee's access, the Operations team grants access as requested in the ticket. Per the employee exit policy, user accounts are deleted upon termination of employment.

All on-boarded Moonami employees are required to read, understand, and sign Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA) compliance forms.

4.1.1 *Cryptographic Keys*

Moonami's Operations team controls generation and installation of keys for all employees with access to the servers. An automated configuration system (Chef) installs employee public keys on a per-server basis based on need. This same configuration process automatically revokes keys globally when necessary. Employees are required to use full-disk encryption and password protection on their work machines to protect their private keys and other sensitive data. The private keys used for HTTPS are stored encrypted and decrypted by operations when deployed to the application servers.

Monitoring and alerts are in place to detect and warn of any changes to keys, users on the system, login and sudo attempts, and other events of concern.

4.1.2 *Physical Security*

Access to Moonami's offices is controlled using access cards. Moonami restricts access to internal servers by physical locks. Moonami uses commercially reasonable efforts to protect client data behind a secure firewall system, to conduct daily data backups, and to store weekly full-system backups in a separate, fire-resistant facility.

4.1.3 Secure Coding and Development Practices

Maintaining and enhancing security is a disciplined, continual, and ongoing process. Secure coding and security testing are, therefore, integral components of Moonami's engineering and development methodology. All code we develop must go through a developer peer review process before it is merged into the client's Moodle code base repository. The code review includes security auditing are based on the Open Web Application Security Project (OWASP) secure coding and code review documents and other community sources on best security practices.

All Moonami developers are trained to identify and analyze security issues when writing and reviewing code. Members the engineering team subscribes to security-focused lists, blogs, and other resources to maintain, expand, and share the collective body of knowledge.

In particular, Moonami engineers monitor the [Moodle Security Announcement site](#) for immediate information on Moodle security issues.

Peer reviews of all source code changes are mandatory. Multiple peer reviews are conducted for each change to the s code base to detect and correct any bugs, security flaws, and any other code defects. Changes to Moodle code must be validated by peer review *before* the code is approved and committed to the code base repository.

4.1.4 Testing and Quality Assurance

Once new code has passed peer review, the code is incorporated into the code base and submitted to testing and quality assurance. The new code is deployed to a continuous integration server where it is immediately tested. Moonami's testing team runs:

- Unit tests (testing code with code)
- Integration tests (testing code with integrations with other code)
- Selenium tests (testing how code works in the browser) on all the different environments and across different databases.

After passing these tests, the code is incorporated in the main Moonami staging code base for formal quality assurance (QA). The QA team tests the new code on all supported platforms and browsers.

4.2 Moonami's Response to Security Alerts

Regular vulnerability scans of the Moodle hosting infrastructure are conducted using third-party tools (for example, OWASP and Skipfish), custom scripts, and open source tools. Security-related patches to the operating system, application software, and libraries are applied within one (1) week except in those cases, which have been determined to be high severity. If a high-severity security vulnerability is detected, fixing the vulnerability is given the highest priority by Moonami's engineering teams.

When Moodle security issue are uncovered, either through internal testing or reported by through moodle.org, the Moonami engineering team assesses the issue and applies the patch if available from moodle.org, or may develop a patch to resolve the particular issue. Moonami encourages clients to stay current with Moodle code releases and upgrades.

High-severity security patches will be applied within twenty-four (24) hours by best commercial efforts. In most cases, the vulnerability can be fixed using a hot patch without incurring any downtime to the Moodle production environment.

Moonami, in coordination with AWS, takes a proactive approach to enforcing SAS 70 Type II controls. Postmortems are convened after any significant operational issue, regardless of external impact, and Cause of Error (COE) documents are drafted so the root cause is captured and preventative actions are taken in the future. Implementation of the preventative measures is tracked during Moonami's weekly operations meetings.