

H5P.com SaaS agreement

PARTIES

1. Joubel AS, a company incorporated in Norway (registration number 912 282 910) having its registered office at Strandgata 9, 9008 Tromsø (the "**Provider**"); and
2. Crawford Central School District, a mid-sized, public school district in Crawford county, Pennsylvania located at 11280 Mercer Pike Meadville, PA 16335, USA ("**Customer**").

The Provider and the Customer are collectively called the Parties

AGREEMENT

1. H5P.com

The Provider agrees to provide the Customer with a service called H5P.com.

H5P.com consist of a responsive web application accessible from the URL: <https://h5p.com>. The application includes the open source content collaboration framework H5P, content management features for organizing and sharing H5P content, user management features for managing authors and learners and features for integrating with third party systems through LTI 1.1 and LTI Content Item Message.

The following usage quotas are provided initially:

Number of authors:	50
Number of learners:	No Reporting
Maximum transfer per month:	5.3 TB
Maximum storage:	530 GB
Support:	Email for 2 users

In order to increase usage limitations outlined above according to the prices outlined below in "2. Financial provisions" the Customer sends an e-mail to

H5p.com.notices@joubel.com

2. Financial provisions

The Provider will invoice the customer yearly as soon as possible after the date of execution, and at the yearly anniversary of the date of execution as long as this agreement remains in effect.

Price per year: 4,500 USD

The Customer may choose to change their number of authors and learners. The Customer upgrade by sending an e-mail specifying the number of authors and/or learners they want to upgrade to. The Provider replies with the amount it will cost according to this contract to do the upgrade for the remainder of the term. If the Customer confirms the provider immediately increases the limits and sends an invoice to the customer for the agreed upon amount.

Downgrades works in the same way, but downgrades take effect from the next term. The Provider does not do refunds for the rest of the Term if the Customer chooses to downgrade.

Authors:

- 150 USD per author per year for the first 10 authors with 150 GB of monthly transfer and 15 GB of storage included per author
- 75 USD per author per year for the next 40 authors with 75 GB of monthly transfer and 7.5 GB of storage included per author
- 60 USD per author per year for the next 50 authors with 60 GB of monthly transfer and 6 GB of storage included per author
- 50 USD per author per year for every extra author after 100 with 50 GB of monthly transfer and 5 GB of storage included per author

Extra reporting (an unlimited number of learners may always access the content, subject to the transfer limit, with extra reporting you may see what the learners answered):

- 0.4 USD per learner per year for the first 250 authors
- 0.2 USD per learner per year for the next learners

The customer may also order these extra resources:

Price per extra GB of transfer: 0.15 USD

Price per extra GB of storage per year: 1 USD

3. Term

- 3.1 This agreement shall come into force upon the date it is signed by the Customer.
- 3.2 This agreement shall be for an initial term of one year, which shall renew annually on the agreement anniversary date, subject to termination in accordance with Clause 10 or any other provision of this agreement.

4. H5P.com availability and prohibitions

- 4.1 The availability of the service shall be at least 99.9 % per calendar month.
- 4.2 The Customer must not sub-license its right to access and use H5P.com;
- 4.3 The Customer must not use H5P.com in any way that causes, or may cause, damage to H5P.com or impairment of the availability or accessibility of H5P.com.
- 4.4 The Customer must not use H5P.com:
 - (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.5 The Provider may suspend the provision of H5P.com if any amount due to be paid by the Customer to the Provider under this agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend H5P.com on this basis.

5. Customer Data

- 5.1 The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the

extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this agreement, subject always to any express restrictions elsewhere in this agreement.

- 5.2 The Customer warrants to the Provider that the Customer Data will not infringe intellectual property rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 5.3 The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore H5P.com to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 14 days.

6. No assignment of Intellectual Property Rights

- 6.1 Nothing in this agreement shall operate to assign or transfer any intellectual property rights from the Provider to the Customer, or from the Customer to the Provider.

7. Charges

- 7.1 All amounts stated in or in relation to this agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 7.2 The Provider may elect to vary any element of the charges by giving to the Customer not less than 60 days' written notice of the variation in advance of the anniversary of the date of execution of this agreement.

8. Payments

- 8.1 The Provider shall issue invoices for the charges to the Customer on or after the invoicing dates set out in "2. Financial provisions".
- 8.2 The Customer must pay the invoice within the period of 30 days following the issue of an invoice.
- 8.3 The Customer must pay the invoice by direct debit or bank/wire transfer (using such payment details as are notified by the Provider to the Customer from time to time).
Payment can also be made via Credit Card with a 4 % extra charge.
- 8.4 If the Customer does not pay any amount properly due to the Provider under this agreement, the Provider may:
 - (a) charge the Customer interest on the overdue amount at the rate of 8 % per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month);

9. Data protection

- 9.1 The Provider shall comply with the GDPR and any other applicable data protection laws with respect to the processing of the Customer's personal data.

9.2 The Provider shall provide the Customer with a Data Protection and Data Processing Agreement that comply with the GDPR upon request.

10. Termination

10.1 Either party may terminate this agreement by giving to the other party not less than 60 days advance written notice of termination. Such written notice can not terminate this agreement before the initial term has expired.

10.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of this agreement, and the breach is not remediable;
- (b) the other party commits a material breach of this agreement, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches this agreement (irrespective of whether such breaches collectively constitute a material breach).

10.3 The Provider may terminate this agreement immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Provider under this agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate this agreement.

11. Effects of termination

11.1 Except to the extent that this agreement expressly provides otherwise, the termination of this agreement shall not affect the accrued rights of either party.

11.2 Within 30 days following the termination of this agreement for any reason:

- (a) the Customer must pay to the Provider any charges in respect of Services provided to the Customer before the termination of this agreement; and
- (b) the Provider must refund to the Customer any charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this agreement,

without prejudice to the parties' other legal rights.

12. Variation

12.1 This agreement may not be varied except in accordance with this Clause 12.

12.2 This agreement may be varied by means of a written document signed by or on behalf of each party.

12.3 The Provider may vary this agreement by giving to the Customer at least 30 days' written notice of the proposed variation, providing that if the Provider gives to the

Customer a notice under this Clause 12.3, the Customer shall have the right to terminate this agreement by giving written notice of termination to the Provider at any time during the period of 14 days following receipt of the Provider's notice.

EXECUTION

The parties have indicated their acceptance of this agreement by executing it below.

SIGNED BY H5P SALES AND CUSTOMER SUCCESS SPECIALIST, Ryan Barber on July 23, 2019
the Provider:



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SIGNED BY on,

the Customer:

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