

INJUREFREE END USER LICENSE AGREEMENT & PRIVACY POLICY

END USER LICENSE AGREEMENT

InjureFree ("Licensed Application") is a service licensed to You for use under the terms of this agreement only. The Agency for Student Health Research, Inc., a California Corporation ("Application Provider") reserves all rights not expressly granted to You by this Agreement. If you do not agree with the terms set forth, please do not access or use the Services. By continuing to use the Services, you are indicating your agreement to the terms and all revisions thereof.

1. **Scope of License:** The license granted to You is non-transferable and relates solely to the use of the Licensed Application and associated Services. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code, modify, or create derivative works of the Licensed Application or any part thereof. The terms of the license will govern any upgrades provided by Application Provider that replace and/or supplement the original product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. The terms of this agreement may be updated by Application Provider from time-to-time without notice. Application Provider and associated third party service providers may make improvements and/or changes in the Services and associated fees at any time without notice. Certain provisions of the terms may be supplemented or superseded by expressly designated written notices to You.
2. **Services; Third Party Materials:** The Licensed Application may enable access to Application Provider and Third Party Services (collectively and individually referred to as "Services"). Services may include, but are not limited to, websites, mobile applications, injury reporting applications, fitness tools, health and fitness-related products and services, health care-related products and services, and social networking components. Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that the Application Provider is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Use of the Services may require internet access, for which You are solely responsible to provision. Certain Services may require payment of fees, which will be detailed in an invoice submitted to the Client listed in the accompanied Software Agreement. Purchase of Services is final and refund for unused portion will not be issued, except at the sole discretion of Application Provider.
3. **No Warranty:** To the extent permitted by applicable law, the Services are provided as-is and as available with all faults and without warranty of any kind. Application Provider does not warrant that the Services will meet Your requirements or will be uninterrupted or error-free, or that defects in the Licensed Application will be corrected.
4. **Limitation of Liability:** To the extent not prohibited by law, Application Provider will not be liable for any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Your use or inability to use the Licensed Application, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Application Provider has been advised of the possibility of such damages.
5. **Intended Use:** The intended purpose for the use of the Licensed Application is to record, store, and display information regarding injuries sustained to persons under Your care. You are solely responsible for determining Your right, ability, and authorization to provide such care and agree to comply with all applicable laws while using Licensed Application.
6. **Conditions of Use:** As a condition for Your access to and use of the Licensed Application, You agree to:
 - a. Comply with all applicable laws, including privacy laws, intellectual property laws and regulatory requirements

- b. Ensure that all printed materials with sensitive information, including information that may identify an individual person, are destroyed after use
 - c. Provide accurate information about a person or injury and update it as necessary to maintain its accuracy
 - d. Review, agree to, and comply with the InjureFree Privacy Policy
 - e. Not include any person's health-related information or any other information that can uniquely identify a person in a field of the Licensed Application other than those designated for such use
 - f. Not engage in unprofessional behavior by posting inappropriate or objectionable content to Licensed Application
 - g. Not engage in any action that directly or indirectly interferes with the proper function of the Licensed Application infrastructure, including but not limited attempts to gain unauthorized access or transmission or activation of computer viruses
7. Account Information: To use the Services, You must create an InjureFree account ("Account"). You agree to: (a) provide true, accurate, current and complete information as prompted by the Account creation/registration form ("User Data") and (b) maintain and promptly update Your User Data to keep it accurate and current. If You provide inaccurate User Data, Application Provider has the right to suspend or terminate Your Account and refuse any and all current or future use of the Services. As it pertains to the use of Services in an educational setting, InjureFree will support access to and correction of student personally identifiable information by the student or their parent/guardian, either by assisting the educational institution in meeting its requirements or directly when the information is collected from the student with student/parent consent.
8. User Content: Any and all information (other than that which is expressly covered by other sections of this Agreement or Privacy Policy), including data, text, files, geo-mapped routes, software, sound, photographs, graphics, video, messages, and all other material that You transmit via the Services is referred to as "User Content." User Content, whether publicly posted or privately transmitted, available in connection with the Services is the sole responsibility of the person from whom such User Content originated. This means that You are entirely responsible for all User Content that You make available via the Services. Application Provider does not control or monitor User Content and does not guarantee the accuracy, integrity or quality of such User Content. You understand that by using the Services, You may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will Application Provider be liable in any way for User Content, including, but not limited to, errors or omissions, or loss or damage. You agree that Application Provider may access, preserve and disclose Your User Data, Payment Method information and other User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
- a. Comply with legal process
 - b. Enforce the Terms
 - c. Respond to claims that User Content violates the rights of third parties
 - d. Respond to Your requests for Customer Support
 - e. Protect the rights, property or personal safety of Licensed Application, its users and the public.

Subject to the foregoing, Application Provider will use reasonable efforts to maintain the confidentiality of Your User Data and Payment Method information.

As it pertains to the use of Services in an educational setting, Application Provider will not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent or student.

9. Ownership Rights in User Content: Application Provider does not claim ownership of User Content. However, with respect to User Content You submit or make available in connection with Licensed Application or Services, You grant Application Provider a worldwide, perpetual, irrevocable, royalty-free and non-exclusive license, as applicable, to use, copy, distribute, reproduce, modify, adapt, create derivative works from, publicly perform and publicly display,

incorporate, and otherwise exploit such User Content for any purpose, commercial, advertising, or otherwise, or in connection with Application Provider or the Services or the promotion thereof. Further, You agree that any "moral rights" in Your User Content have been waived. Should InjureFree, however, seek to make use of certain User Content, for instance, a User's image, for explicit commercial or advertising purposes, InjureFree will make a reasonable effort to secure consent from that User for that specific purpose. Application Provider may provide You with the option of making certain User Content that You submit "Private" or available only to select Users of the Services. If, upon submission of User Content, You initially elect to mark such User Content as Private or available for a limited group of Users, Application Provider will maintain the privacy of such User Content in accordance with Your election.

10. Prohibited User Content: A User may not submit User Content via the Services that:
 - a. Is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual
 - b. Harasses or advocates harassment of another person
 - c. Exploits people in a sexual or violent manner
 - d. Contains nudity, violence, or offensive subject matter
 - e. Promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous
 - f. Violates any intellectual property or other proprietary right of any third party
 - g. Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"
 - h. Solicits passwords or personal identifying information for commercial or unlawful purposes from other members
11. Medical Advice Not Provided: Application Provider does not, through its Licensed Application or Services, provide medical advice, diagnosis, or recommendations of any kind. At no time should any content or information transmitted to or from, or stored in, Licensed Application or Services be interpreted as medical advice or recommendation of any kind from Application Provider. Should You have any healthcare related questions, contact Your physician or other healthcare provider promptly and in advance of your use of Services. Services should never be used in place of (a) the advice of a physician or other medical professional, (b) a visit, call or consultation with a physician or other medical professional, or (c) information contained on or in any product packaging or label.
12. No Automated Querying of Network Route or User Info: You may not send automated queries of any sort to Licensed Application systems and networks without advanced express permission from Application Provider. Sending automated queries includes, among other things:
 - a. Using any software which sends queries to Services and related technical infrastructure to determine how many saved routes or Users Services has for various queries;
 - b. "Meta-searching" Licensed Application
 - c. Performing "offline" searches on Licensed Application
13. Modification of Agreement: Application Provider reserves the right to modify this Agreement at any time. All Licensed Application Users will be notified of any material changes to the Agreement at least one (1) month in advance of the effective date of said changes and will be provided the opportunity to renew consent to the Agreement.
14. Applicable Laws: The Services are controlled by Application Provider from its offices within the United States of America. Application Provider makes no representation that User Content, Licensed Application Content, or the Services are appropriate or available for use in other locations, and access to them from territories where their content or use is illegal is prohibited. Those who choose to access the Services from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Licensed Application Content or User Content in violation of U.S. export laws and regulations. Any action related to Application Provider, the Services, License Application Content, User Content, or the Agreement terms shall be governed by California law and controlling U.S. federal law, without regard to conflicts of laws thereof. You hereby consent and

submit to the exclusive jurisdiction and venue in the state and federal courts located in San Diego, California for any legal proceedings related to the Site or the Terms. If any party hereto brings any suit or action against another for relief, declaratory or otherwise, arising out of these terms, the prevailing party will have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. Sections 5, 14, 22, 23, 24, 26 shall survive termination of Your account and/or the Terms.

15. **Commercial Items:** The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.
16. **Termination:** This license is effective until terminated by You or Application Provider. Your rights under this license will terminate automatically without notice from the Application Provider if You fail to comply with any term of this license. Upon termination of the license, You shall cease all use of the Licensed Application.
17. **Indemnity:** You agree to indemnify and hold InjureFree, Agency for Student Health Research, Inc. and its subsidiaries, affiliates, officers, employees, agents, partners, licensors, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) the User Content You submit, post, transmit or otherwise seek to make available through the Services; (b) Your use of the Services, (c) Your athletic activities which generate the User Content You post or seek to post via the Services (including, but not limited to, athletic activities in connection with any contests, races, group activities, or other events which InjureFree sponsors, organizes, participates in, or whose Services is used in connection with), (d) Your connection to the Services, (e) Your violation of the Terms, (f) Your use or misuse of any User's personal information and location information, (g) any violation of the rights of any other person or entity by You, or (h) Your employment of the Services to meet another User in-person or to locate and attend any offline place or event. InjureFree reserves the right, at a given User's expense, to assume the exclusive defense and control of any matter for which such User is required to indemnify InjureFree, and said User agrees to cooperate with InjureFree's defense of these claims.
18. **Support:** Application Provider will provide account support to Users of the Services via the following methods:
 - a. Support@InjureFree.com
 - b. Snail Mail: InjureFree Support, PO Box 927383, San Diego, CA 92192
 - c. Telephone: (866) 591-2747

PRIVACY POLICY

This Privacy Policy is designed to inform You of the Application Provider's practices regarding the collection and use of information via the Services. Please be sure to read this entire Privacy Policy before using Services.

1. **Active Information Collection and Use:** Application Provider may actively collect information submitted by You during Your use of the Services, such as information about a person, about an injury report, or about Your organization. Application Provider may use such information for the

purpose of provisioning Services, analysis and improvement of Services, or analysis and improvement of Customer Support.

2. Passive Information Collection and Use: During Your use of the Services, Application Provider may collect information you do not actively or intentionally submit, such as Internet Protocol (IP) Addresses, operating system type, and internet browser type. Application Provider may use such information for the analysis and improvement of Services, with a focus on ensuring accessibility and functionality across a variety of software and hardware platforms.
3. HIPAA and FERPA: Some of the information You submit may be categorized as either or both (a) Personally Identifiable Information ("PII"), as defined and governed by the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the regulations promulgated pursuant thereto, or (b) Protected Health Information ("PHI"), as defined and governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended and supplemented by Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), and the regulations promulgated pursuant to each. Application Provider treats PII and PHI in accordance with all applicable laws, policies, and regulations. Application fields designated for this type of information are clearly marked for Users of the Services to easily recognize. Security measures are in place to protect this type of information (see Security section).
4. Educational Environments: As it pertains to the use of the Services in an educational setting, Application Provider WILL NOT:
 - a. Collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes or as authorized by the parent/student
 - b. Sell student personal information
 - c. Use or disclose student information collected through an educational/school service (personal information or otherwise) for behavioral targeting of advertisements to students
 - d. Build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student
 - e. Knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes or as authorized by the parent/student
5. Security: Application Provider takes reasonable steps to protect all information submitted and stored through the Services from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. All sensitive information is stored in an encrypted state at all times within the Licensed Application infrastructure. All sensitive information is encrypted at all times during transmission over the internet. You are aware and accept that, despite reasonable effort by the Application Provider to secure information contained within the Services, information transmitted and accessible over the internet may remain, to some degree, susceptible to interception by unauthorized parties.
6. Changes to This Privacy Policy: All Users of the Services will be notified in writing of any material changes to this Privacy Policy at least one (1) month in advance of the effective date said changes and will be provided the opportunity to renew consent to the Privacy Policy.