Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of _____ (Agreement start date set in the Order form) by and between _____ (Client) and Sachitech, Inc., a Delaware corporation having its principal place of business at 5005 W Laurel Street, Ste 204, Tampa, Florida ("Pikmykid") . Client and Pikmykid are referenced herein as each a "Party" and collectively the "Parties"). Any and all exhibits and addenda hereto shall form part of and are hereby incorporated into this Agreement. In the event of any conflict between the provisions hereof and the provisions of any exhibit and/or addendum, the provisions hereof shall govern and prevail.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1.   SERVICES AND SUBSCRIPTIONS

a.   Client will subscribe to the Software and gain access to the Services by executing an Order Form with Pikmykid. In the event of any conflict between this Agreement and the terms set forth in the Order Form, the Order Form shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Additional Order Forms may be entered into by the Parties to subscribe to additional or different features of the Services.

b.   **License.**Subject to the terms and conditions of this Agreement and Pikmykid's Privacy Policy, available upon request, and fully incorporated by reference herein, Pikmykid grants to Client a non-exclusive, non-sublicensable, non-assignable, and royalty-free license to access and use the Services, its program, and any related components necessary for the same during the Subscription Period, to access the Software through the User IDs and to operate the features of the Software according to the Documentation under normal circumstances.

c.   **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) to access or use the Services other than Client Personnel explicitly authorized by Pikmykid; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. Client shall hold Pikmykid harmless from any and all claims relating to Client's misuse of Software and/or Services rendered by Pikmykid to Client, including Pikmykid's intellectual property.

2.   RESERVATION OF RIGHTS.

a.   Pikmykid. Pikmykid expressly reserves all rights in the Services, Software, Documentation, and all other materials provided by Pikmykid hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Services, Software, Documentation, and all other materials provided by Pikmykid hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Pikmykid (or third party suppliers, if applicable) and that the Services, Software, Documentation, and all other materials provided by Pikmykid hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license discussed herein.

b.   Client. Client expressly reserves all rights in any data that Client (or Client Personnel) uploads through the Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Pikmykid a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Service features for Client's benefit. Notwithstanding the foregoing, Pikmykid may use and distribute aggregated and/or de-identified data that is derived from the Client Data for any lawful purpose and such aggregated and/or de-identified data shall be owned by Pikmykid. Client represents and warrants that Client has all rights under applicable law to provide the Client Data, including any personal information of any of the students and or other persons included therein.

3. TERM AND TERMINATION

a.   **License Term and Agreement Term:** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Order Form ("**Initial Term**"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent

period will be known as a "**Renewal Term**" and together with the Initial Term, the "**Term**"). The Renewal Terms will be invoiced at then-current rates. unless either Party provides written notice to the other Party of its intent not to renew such license at least ninety (90) days prior to the expiration date of the then-current License Term. As used in this Agreement, "License Term" means the entire period during which the license to a Product is in effect. The term of this Agreement shall commence on the Effective Date of the initial Customer Acceptance Form entered into by the Parties and, subject to any earlier termination of this Agreement by a Party pursuant to Section 3.b below, shall automatically expire on such date that it is not renewed ("Agreement Term").

b. **Termination for Breach/Bankruptcy.** Either Party may terminate this Agreement (or the license to any Subscription(s) hereunder) upon written notice in the event that the other Party fails to make a required payment hereunder or materially breaches this Agreement and thereafter (i) in the case of non- payment, has failed to pay such amounts within five (5) days after receiving written notice thereof; or (ii) in the case of material breach, has failed to cure the breach within thirty (30) days after receiving written notice thereof. In addition, either Party may terminate this Agreement upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. Client shall not utilize this clause as a right to terminate the contract for convenience. Pikmykid reserves the right to seek documentation evidencing the non- appropriation of funds.

c. **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at a Disclosure's determination, all Confidential Information of the other Party, as set forth in Section 9 ("**Confidential Information"**). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 2 ("**Reservation of Rights**"), Section 9 ("**Confidential Information"**), Section 10 ("**Warranties and Disclaimer**"), Section 11 ("**Limitation of Liabilities**"), Section 3(c) ("**Survival**"), and Section 14 ("**General Provisions**").Upon termination, as long as Client is not in breach, if requested, Pikmykid shall make a final backup of Client Data and provide the backup media to Client at Pikmykid's then-current rates.

4. CLIENT OBLIGATIONS

a. **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Services, including (a) providing Client Personnel lists to setup User IDs, (b) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Pikmykid provides Client, and (c) designating Client Personnel to participate in training.

b. **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and the Order Form, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

c. **Client Compliance.** Client only shall use the Services in compliance with all applicable laws, regulations, ordinances, rules or other requirements promulgated by governing authorities or imposed by Third Party Service Providers having jurisdiction over the Parties or are involved with the operation or use of the Services. Client agrees to cooperate fully with Pikmykid to ensure that Pikmykid and Client comply with such requirements, as they may be modified from time to time. Client shall send messages only to individuals who have opted-in to receive messages from Client and have not opted out. Client shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory threatening, obscene, or otherwise objectionable, including material that is false or misleading or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property, privacy or other laws or regulations; (ii) use the Services or Pikmykid's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out; or (iii) use the Services to introduce malicious programs into the Pikmykid's systems, or the Third Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data. Under no circumstances shall Client make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement. Client shall be responsible for the compliance by all Designated Institutions and their respective Administrators, and

End Users with all of the terms and conditions of this Agreement.

d. **Client Content.** If Client provides or otherwise makes available any information or any other data collected by Client or a third party regarding End Users to Pikmykid or any Third Party Service Provider or Emergency Service Provider in connection with the operation or use of the Services (collectively, the "Client Content"), Client represents and warrants that Client has all legal rights to such Client Content, in order to use and disclose, and permit use and disclosure of, the Client Content in connection with the operation and use of the Services as contemplated by the Documentation and this Agreement.

e. **Hosting Services**. Pikmykid will provide the hosting services **("Hosting Services")** for the Software through a third party hosting facility (such as AWS) and may update the content, functionality and user interface of the Hosting Services from time to time in its sole discretion and in accordance with this Agreement. In order to use the Software, Client must have or obtain access to the internet. Client agrees that Pikmykid is not providing Client with access to the internet in order to use the Software and that Client is solely responsible for obtaining and maintaining such internet access and for providing all equipment necessary to obtain and maintain such internet access. Pikmykid does not and cannot control the flow of data to or from Pikmykid's network, designated hosting facility and/or other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the internet (or portions thereof). Pikmykid agrees to use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events. However, Pikmykid cannot guarantee that such events will not occur. Accordingly, Pikmykid disclaims any and all liability resulting from or related to such an event.

5. CLIENT SUPPORT SERVICES.

During the Subscription Period for the applicable Services, Pikmykid will provide the training and support in accordance with the specific terms and conditions of the relevant Sales Order Form

6. **FEES AND PAYMENTS**.

a. **Subscription Fees.** The Subscription Fees and all other fees and expenses set forth in each Order Form (all such fees are collectively "**Fees**") will be invoiced and are payable net thirty (30) days after the invoice date. Pikmykid will issue an invoice for each payment annually. The Fees are based on the then-current pricing of Pikmykid, which may change from time to time. Pikmykid reserves the right to increase the Fees at any time if its carriers significantly increase their pricing. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Client will be responsible for payment of all such taxes (other than taxes based on Pikmykid's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of (or failure to pay) any Fees. Client must notify Pikmykid, or its designee, in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Client shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period.

7. **CONFIDENTIAL INFORMATION.**

a. **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Disclosure**" and "**Confidential Information**" means all information disclosed by Disclosure to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Pikmykid (or its designated third party supplier), and Pikmykid hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

b. **Covenant.** To the extent permitted by law, the Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Disclosure to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Disclosure may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Disclosure; (ii) use Confidential Information of the Disclosure except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Disclosure any proprietary legend. Recipients shall use at least the same degree of

care in safeguarding the Confidential Information of the Disclosure as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Disclosure's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Disclosure) all Confidential Information of Disclosure in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Disclosure's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Disclosure in writing of such required disclosure and cooperates with the Disclosure to seek an appropriate protective order.

c. **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Disclosure not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

d. **Disclosure of Information about End Users.** Pikmykid shall not rent, trade or sell information regarding End Users (including, but not limited to, any Client Content) to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Pikmykid may disclose any such information to Third Party Service Providers and Emergency Service Providers in connection with the operation and use of the Services or as necessary to comply with applicable laws and governmental orders and (ii) under no circumstances shall Pikmykid or any Pikmykid Representative be liable for the failure of Customer or any third party (including, but not limited to, any Designated Institution, Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

8.   WARRANTIES AND DISCLAIMERS.

a.   **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND PIKMYKID AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. PIKMYKID DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, PIKMYKID DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PIKMYKID OR AN PIKMYKID REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.** Without limiting the foregoing, Client acknowledges and agrees that (i) Pikmykid cannot guarantee the performance of any Third Party Service Provider or Emergency Service Provider and that neither Party may make any claims or guarantees on behalf of Third Party Service Providers or Emergency Service Providers regarding any matters, (ii) delivery of any messages or any information regarding End Users in connection with the operation or use of the Services is not guaranteed and neither Pikmykid nor any Third Party Service Provider or Emergency Service Provider shall be responsible for any failure of delivery, and (iii) Pikmykid shall not be responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers or Emergency Service Providers. Client acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

b.   **Limited Non-Infringement Warranty.** Pikmykid warrants that it has the right to license to Client the Software and provide the Services as contemplated by this Agreement. Pikmykid represents and warrants that as of the date the Software and Services, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

c.   **Limited Privacy Warranty.** Pikmykid hereby recognizes that the Client Data which Client provides to Pikmykid may include personal information of students. In order for Pikmykid to carry out its obligations under this Agreement, it is necessary for Pikmykid to use the Client Data. Pikmykid agrees to use the Client Data, some of which may contain personal information of students, only for the purpose of fulfilling under this Agreement. Pikmykid agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws.

Pikmykid warrants that it has put in place reasonable and appropriate security, technical and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure or access. Pikmykid also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Pikmykid to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Pikmykid shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

    d.   **Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

PIKMYKID SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF PIKMYKID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO PIKMYKID HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

9.   **General Provisions.**
   a.   **Assignment.** Client may not assign this Agreement to any third party without Pikmykid's prior written consent. Pikmykid may assign this Agreement to any purchaser of all or substantially all of its assets or capital stock. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.
   b.   **Choice of Law; Attorney's Fees.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Florida consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
   c.   **Notices.** Any notice or communication required or permitted under this Agreement shall be in writing to the parties at their respective addresses of record or at such other address as may be given in writing by either party to the other in accordance with this section and shall be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.
      PIKMYKID
      5005 W Laurel Street, Ste 204
      Tampa, Florida 33607
      Attn: Chief Executive Officer

   d.   **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses,

   permits or other governmental authorizations or approvals; shall indemnify and hold Pikmykid harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).
   e.   **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative.

   The term "including" means "including without limitation."
   f.   **Force Majeure**. Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such Party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.
   g.   **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall

be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

h. **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

i. **Counterparts; Facsimile Signature**. This Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

j. **Independent Contractors.** Client's relationship to Pikmykid is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of Pikmykid.

k. **Entire Agreement.** This Agreement, the Order Form, and Client's Purchase Order (if any) incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. In the event of any conflicts between this Agreement and the Order Form, the terms of the Order From shall prevail. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

10. **DEFINITIONS**
   - **"Services"** means the Scope of services and Software described in the applicable Order Form that references this Agreement ("Order Form") and any Documentation related thereto.
   - **"Documentation"** means technical materials provided by Pikmykid to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Pikmykid may provide Client to describe functionality intended for sales and/or marketing purposes.
   - **"Software"** means the Pikmykid software products and solutions described in the Order Form.
   - **"Subscription Period"** means the subscription period for the Software as set forth in the Order Form unless terminated earlier in accordance with Section 4 ("**Termination**").
   - **"Affiliate"** means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.
   - **"Client"** means the customer specifically identified on the Sales Order Form(s).
   - **"End Users"** means individuals associated with Client and/or any Designated Institution who register with Pikmykid or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services or are otherwise eligible to receive or utilize the benefit of the Services. During the Term, Client shall be responsible for notifying Designated Institutions and End Users that they are each subject to Pikmykid's then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).
   - **"Designated Institution"** means any Affiliate and/or any other institution, organization, entity and person for whose benefit Customer is licensing one or more Products hereunder as specified in the relevant Sales Order Form.
   - **"Third Party Service Provider"** means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by End Users or a licensor or other third party from whom Pikmykid has received sublicensing rights in connection with the operation or use of the Products, as the case may be.

Accepted and agreed by the authorized representative of each party:

Client:

_____

Vendor: Pikmykid

By: _____   _____

Name: _____   _____

Title: _____   _____