

ENA TrustVault and ENA TrustBackup Addendum

As of _____, this Addendum to Master Service Agreement is entered into pursuant to that certain Master Service Agreement (“MSA”) between _____ (“Client”) and ENA Services, LLC and Affiliates, a Delaware limited liability company (“ENA”).

Client agrees that the following terms of service (“Terms of Service”) shall govern Client and its Users use of ENA TrustVault and/or ENA TrustBackup (as applicable, the “Services”). In these Terms of Service, “User” shall mean any individual or legal entity that uses or accesses the Services directly or indirectly from Client. These Terms of Service supplement the terms of the MSA, in the event of a conflict between these Terms of Service and the MSA, these Terms of Service shall control.

1. Eligibility & Registration

1.1 Client agrees that it is solely responsible for complying with the Children's Online Privacy and Protection Act ("COPPA"), meaning that the Client must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. Client agrees that it will not use the Services to store, transmit or otherwise provide ENA with any personal information on Users under the age of 13 without all necessary consents required under COPPA or other applicable laws. Client and its Users are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to Users, regardless of age. The right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent any offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for Users use, and not for the use or benefit of any third party.

1.2 Client acknowledges and agrees that it is an Educational Institution and will use the services for internal educational purposes or purposes that support such education purposes (i.e. administration support purposes). As uses herein, Educational Institution shall mean an accredited institution organized and operated for the purpose of teaching its enrolled students, and in the case of public K-12 institutions, such institution recognized or approved by the Department of Education in the State in which the Educational Institution is located.

1.3 Client acknowledges and agrees that certain Services may be provided or delivered by affiliates of ENA or third parties, and all such Services provided by third parties may be subject to additional terms and conditions. The Services will be accessible through ENA’s website or a third party website, as provided and arranged by ENA (as applicable, the “Website”). To use the Services, Users may be required register for an account on the Services (an “Account”). Users must provide accurate and complete information and keep Users’ Account information updated. Users shall not select or use as a username: (i) a name of another person with the intent to impersonate that person; (ii) a name subject to any rights of a person other than Users without appropriate authorization; or (iii) a name that is otherwise offensive, vulgar or obscene. Users are solely responsible for keeping Users’ Account password secure and for the activity that occurs on Users’ Account, regardless of whether the activities are undertaken by Users, Users’ employees or a third party (including Users’ contractors or agents). Users may never use another person’s user account or registration information for the Services without permission. Users must notify ENA immediately of any change in Users’ eligibility to use the Services (including any changes to or revocation of any licenses from state, provincial, territorial or other authorities), breach of security or unauthorized use of Users’ Account. Users should never publish, distribute or post login information for Users’ Accounts. Users shall have the ability to delete Users’ Account, either directly or through a request made to one of ENA’s employees or affiliates. Users agree to provide accurate information in Users’ registration and not to share Users’ password with third

parties. Users agree not to impersonate another person or to select or use a username or password of another person. Users agree to notify ENA promptly of any unauthorized use of Users' account and of any loss, theft or disclosure of Users' password. Failure to comply with these requirements shall constitute a breach of these Terms of Service and shall constitute grounds for immediate termination of Users' account and Users' right to use the Website. ENA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE AS A RESULT OF USERS' FAILURE TO PROVIDE ENA WITH ACCURATE INFORMATION OR TO KEEP USERS' ACCOUNT SECURE.

2. **Limitation on Backup and Storage Services.**

2.1 The Services include functionality that enables Users to copy, maintain, sync, transfer and upload certain User Content, such as text, graphics, photos, videos, presentations and other materials or information. Client represents and warrants that it and its Users use of the ENA website, portals, Services, and the technology related thereto, shall not (i) interfere with the proper working of the Services or impose an unreasonably large load on ENA's infrastructure; (ii) give rise to civil or criminal liability, e.g. defamatory, threatening, pornographic, indecent, abusive, libelous or otherwise objectionable actions; (iii) violate or infringe upon any third party right, including any intellectual property right or right of privacy, or that abuses, harasses or stalks any other person; (iv) initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware, or (v) violate ENA's Acceptable Use Policy.

2.2 Client acknowledges and agrees that certain User Content may not be available or restorable if:

- (a) the Services have not completed copying, syncing, transferring, or uploading (collectively, "Backup") User Content;
- (b) for files, folders, databases, servers, or drives that the Services do not automatically back up pursuant to the documentation, a User does not manually select for Backup or a User deselects certain files, folders, devices, databases, servers or drives for backup;
- (c) a User deletes certain User Content from User's device and does not restore it after deletion pursuant to the applicable data retention policies, or a User deletes a device, database, drive, or server from the User's Account;
- (d) a User moves User Content to a location on a User's device that is not automatically scanned to select files for Backup, or a User upgrades or otherwise modifies a User's device or operating system resulting in changes to a User's file mapping;
- (e) a User's content is corrupted;
- (f) a User's device is unable to access the internet or has experienced intermittent or slow internet connection, or is otherwise unable to connect to the necessary servers or networks;

- (g) a User failing to follow ENA’s requirements and the documentation for utilizing the Services, including upgrading the Services or failing to periodically test Backups and restores or to ensure that certain User Content is backed up; or
- (h) the Services are terminated or not renewed, or a User’s access to the Services has otherwise been terminated or suspended.

3. **Security and Privacy.** The Services include appropriate measures, internal controls, and data security routines intended to protect content for the Client’s internal educational purposes. ENA does not control or monitor the information or data Users store on, or transmit through, the Services. Client acknowledges and agrees that the Services may not be appropriate for the storage or control of access to sensitive data, for example medical or health information, social security numbers, credit card or payment card industry information, or privileged information. ENA specifically disclaims any representation or warranty that the Services, as offered, comply with any specific state or federal laws, including but not limited to Health Insurance Portability and Accountability Act (HIPAA). Customers requiring storage of sensitive information should reach to ENA for details on the then applicable privacy and security standards for the Services.

4. **Service Level Objectives.** ENA warrants that the Services will meet the terms of the SLA posted to www.ena.com/legal for this service. Client acknowledges and agrees that the only remedies for breach of this warranty are those remedies found in the applicable SLA, if any. The foregoing warranty does not cover any use in violation of these Terms of Service, the MSA, the Acceptable Use Policy or any other agreement or policy applicable to Client or any User.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

COMPANY:

ENA Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

<<Client Legal Name>>

By: _____

Name: _____

Title: _____

Date: _____