

ENA TrustCompute 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 TrustCompute (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. **Backup.** Users are solely responsible for the preservation of Users' data that Users save onto their virtual server (the "Data"). Should Data be lost by ENA, ENA will undertake commercially reasonable efforts to restore the Data. If Client terminates or discontinues the Services, ENA may, without notice, delete or deny access to any Data that may remain in its possession or control. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ENA SHALL HAVE NO LIABILITY FOR ANY DATA THAT MAY BE LOST, OR UNRECOVERABLE.

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: _____