

Standard Terms and Conditions
WeTip Services
Exhibit D

These terms and conditions of use (these "Terms of Use") apply to the use of the WeTip Services (the "Services") provided Diverse Network Associates, Inc., a California corporation (d/b/a CatapultK12) (the "CENTEGIX"). These Terms of Use may be amended from time to time without prior notice. By your use of the Services, you also agree to CENTEGIX's Privacy Policy available at <https://www.centegix.com/catapult-privacy-policy/>.

Home/Privacy, which is incorporate herein by reference.

1. THE SERVICES AND THE APPLICATION

The Services are accessed through a website or application provided by CENTEGIX (together, the "Application"). The Application is provided to collect and transmit reports ("Reports") of instances of inappropriate conduct of any kind. You are responsible for all use of the Application by your employees, contractors or other personnel.

The Application serves only as a tool to provide the Services. The ability to effectively use the Services will depend on technical and operational factors that are not within CENTEGIX's control and for which CENTEGIX has no responsibility and bears no liability. Such factors include, without limitation, the availability and quality of third-party network services, Internet connectivity, and the quality and features of any equipment, such as mobile phones or tablets, which you employ to access and use the Services.

CENTEGIX reserves the right to cooperate fully with any law enforcement authorities or court orders requesting or directing CENTEGIX to disclose the identity of anyone using the Application or to enforce these Terms of Use.

2. LIMITED LICENSE; RESTRICTIONS ON USE

CENTEGIX grants you a personal, limited, non-exclusive, non-transferable license to access and use the Application and the materials and content provided by CENTEGIX in or through the Application (collectively, "Content"). You agree that you will not, and will not allow any third party to:

- (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application;
- (ii) take any action to circumvent or defeat the security or Content usage rules provided, deployed or enforced by any functionality contained in the Application;
- (iii) remove, obscure, or alter CENTEGIX's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application.
- (iv) use the Application to access, copy, transfer, transcode or re-transmit any Content in violation of any law or third party rights, or other than as expressly permitted under these Terms of Use;

(v) use the Application to create false reports about a person, disseminate false information, make defamatory statements or otherwise harass or violate the rights of any person;

(vi) use the Application to transmit any sexually explicit images, except as necessary to record your report of inappropriate conduct; or

(vii) use the Application for any purpose other than its intended, legitimate purpose.

3. CENTEGIX has no special relationship with or fiduciary duty to you. You acknowledge that CENTEGIX has no duty to take any action on your behalf except as expressly stated herein. CENTEGIX does not guarantee the authenticity of any data or information provided to the Application. You release CENTEGIX from all liability for your having acquired or not acquired Content through the Application. The Application may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. CENTEGIX makes no representations concerning, and CENTEGIX is not liable for the accuracy, copyright compliance, legality, or decency of material contained on or obtained through, the Application.

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CENTEGIX DOES NOT PERFORM THREAT ASSESSMENTS OF ANY KIND. IT ACTS ONLY IN ACCORDANCE WITH INSTRUCTIONS PROVIDED BY YOU. CENTEGIX DOES NOT WARRANT THAT USE OF THE APPLICATION WILL PREVENT INAPPROPRIATE CONDUCT. THE APPLICATION ONLY PROVIDES A TECHNICAL TOOL TO REPORT AND MANAGE INAPPROPRIATE CONDUCT.

USE OF THE APPLICATION AND CONTENT IS AT YOUR OWN RISK. THE APPLICATION AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CENTEGIX DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. CENTEGIX DOES NOT WARRANT THAT:

(I) USE OF THE APPLICATION WILL MEET A YOUR REQUIREMENTS;

(II) USE OF THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; OR (III) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE APPLICATION WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OBTAINING ANY SUCH MATERIAL. **PERSONAL INFORMATION, PRIVACY AND SECURITY**

4. Your use of the Application, as well as CENTEGIX's use of any personal information you may decide to submit to CENTEGIX (including any de-identified data based on your personal information and that of other users), shall be subject to, and governed by, CENTEGIX's Privacy Policy. A copy of CENTEGIX's Privacy Policy available at <https://www.centegix.com/catapult-privacy-policy/>.

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4. 1 Home/Privacy.

CENTEGIX reserves the right to cooperate fully with any law enforcement authorities or court orders requesting or directing CENTEGIX to disclose the identity of anyone using the Application. You waive and hold harmless CENTEGIX from any claim resulting from any action taken by CENTEGIX during or as a result of any investigation or action taken in connection with any investigation.