

BARK FOR SCHOOLS PLUS

ADDENDUM TO TERMS OF SERVICE

BARK G SUITE AND OFFICE 365 OFFERING

THIS ADDENDUM is made by and between Bark Technologies, Inc., a Delaware corporation (“**Bark**”) and the customer (“**Customer**”) executing Bark’s order form (the “**Order Form**”) for the purchase of Bark for Schools Plus services, as more particularly described below (“**Bark for Schools Plus**”). This Addendum is effective as of the date Customer’s subscription to Bark for Schools Plus commences, as set forth on the Order Form (the “**Effective Date**”).

WHEREAS, Customer currently subscribes, or simultaneously with the execution of the Order Form will subscribe, to the Bark for Schools service (the “**Service**”) from Bark pursuant to the Terms of Service for Bark G Suite and Office 365 Offering available at https://www.bark.us/schools/Bark_School_Monitoring_Terms_of_Service.pdf (the “**TOS**”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the TOS.

WHEREAS, in addition to the Service, Customer desires to subscribe to Bark for Schools Plus pursuant to the terms and conditions set forth in the TOS, as supplemented and modified by this Addendum (the TOS as modified by this Addendum collectively referred to herein as the “**Agreement**”).

NOW, THEREFORE, Bark and Customer hereby agree as follows:

1. Provision of Bark for Schools Plus; Subscription Term. Provided all applicable fees have been paid by Customer as set forth in Section 4 below, Bark will provide Bark for Schools Plus to Customer with respect to Customer’s Covered Accounts during the Subscription Term set forth on the Order Form. Bark will cease providing Bark for Schools Plus upon expiration of the Subscription Term, unless Customer notifies Bark of its intent to renew and executes a renewal Order Form prior to expiration of the then-current Subscription Term.

2. Bark for Schools Plus Service. Bark for Schools Plus is an add-on service to Bark for Schools, in which Bark will review all alerts produced by the Service with respect to Customer’s Covered Accounts and if Bark deems, in its sole discretion, that such alert presents a severe and imminent risk of significant physical harm to a student, school staff or any other person (a “**Severe Alert**”), Bark will attempt to contact Customer’s Emergency Contact(s) (as defined below) as soon as reasonably practicable after Bark’s detection of the Severe Alert. Bark will contact Customer’s Emergency Contact(s) by email, phone call, and/or text message, depending upon the contact information provided for such Emergency Contact(s) and the applicable selection made by Customer in the Customer Portal (defined below). Bark for Schools Plus also provides you with the ability to customize alerts and notifications, as well as image removal software permitting automatic detection and related blocking of inappropriate content in student accounts to limit harmful exposure and viral sharing. Additional details with respect to Bark for Schools Plus are available at <https://www.bark.us/schools/emergency-school-alerts>, as may be updated by Bark from time to time. Bark for Schools Plus will be deemed part of the “Service,” as such term is used in the TOS.

3. Emergency Contacts. Prior to commencement of the Subscription Term, Customer must log onto Customer’s Bark for Schools user account (via “My Account” on www.bark.us, referred

to herein as the “**Customer Portal**”) and add and/or select those of its Administrators and/or Users who are designated to receive Severe Alerts (each, an “**Emergency Contact**” and collectively, the “**Emergency Contacts**”). Customer is solely responsible for inputting its Emergency Contacts into the Customer Portal and is required to maintain updated email, phone number and/or text message contact information for each of its Emergency Contacts. In the event Customer fails to designate any Emergency Contacts on the Customer Portal, the Emergency Contacts will be those listed on the Order Form, if any. Customer bears all risks and liability associated with providing Bark with inoperable or incorrect contact information, or failure to properly designate its Emergency Contacts, and Bark will have no liability for any failure to notify Emergency Contacts in the event of inoperable or incorrect contact information or failure to designate Emergency Contact(s).

4. Fees. Notwithstanding Section 2 of the TOS, Customer will pay Bark the fees listed on the Order Form for Bark for Schools Plus. All fees are due annually in advance, payable within thirty (30) days after Customer’s receipt of Bark’s invoice.

5. Customer Acknowledgement. Customer hereby acknowledges and agrees that any and all information regarding a Severe Alert is delivered to Customer’s Emergency Contacts “as is” and without any warranty of any kind. All Severe Alerts are provided to Emergency Contacts for use at Customer’s own discretion and risk, and Customer will be solely responsible for reviewing all Severe Alerts and determining the course of action with respect thereto, if any. Notwithstanding the foregoing, Bark retains the right, but not the obligation, to make reports to law enforcement or other appropriate governmental agencies with respect to any Severe Alerts, and Customer hereby consents to Bark’s right and authority to do so. Bark will have no liability with respect to any Severe Alerts.

6. Ratification of Agreement. Except as otherwise set forth herein, the TOS is hereby ratified, approved, and confirmed, and shall apply to Bark for Schools Plus in all respects.