

LEGO® Education SPIKE™ Terms and Conditions

INTRODUCTION

This license for the LEGO® Education SPIKE™ Software (hereinafter the "App") is granted by LEGO System A/S, Aastvej 1, DK-7190 Billund, Denmark, CVR no. 47 45 87 14.

LEGO System A/S and any and all entities that control, are controlled by or are affiliated or under common control with LEGO System A/S are collectively referred to herein as "TLG", "we," "us" or "our".

We provide certain third party software subject to separate license terms either presented at the time of installation or otherwise provided with the App ("Third Party Software"). Such Third Party Software is not included in the meaning of the term "App".

By downloading or using the App or by clicking a box that states that you accept or agree to these Terms and Conditions, you acknowledge that you have read and understand these Terms and Conditions and signify your agreement to be bound by the terms set out herein. If you do not agree to the Terms and Conditions, you may not use the App.

The App is distributed by us via several outlet partners, including via the Apple App Store, Google Play Store, Microsoft Windows store and the LEGOeducation.com website. If you have obtained the App from any other source, it may be defective or significantly revised from the original product. Use of any modified version is at your own risk and we do not assume any liability in that respect.

For U.S.:

LEGO Brand Retail Inc. doing business as LEGO Education North America, 501 Boylston Street Suite 4103, Boston, Massachusetts, 02116.

E-mail: orders@LEGOeducation.us

For rest of the world:

LEGO Systems A/S doing business as LEGO Education International, Aastvej 1, DK-7190 Billund, Denmark.

E-mail: customer.service@LEGOeducation.com

PROCESSING OF PERSONAL INFORMATION AND USE OF COOKIES

Our Privacy Policy and Cookie Policy are an integrated part of these Terms and Conditions and can be accessed at: <http://www.lego.com/legal/legal-notice/privacy-policy-full> and <http://www.lego.com/legal/cookieinfo>.

For information on the processing of personal information collected online from children, please refer to our Privacy Policy. In respect of LEGO® Education SPIKE™, TLG may collect aggregated data relating to the use of a product to help improve product performance and offerings. However, TLG will not under any circumstances collect any personal data relating to individual users (including any teacher or student)

through LEGO® Education SPIKE™. (LEGO Education is a business division within TLG and is responsible for the product and solution lines offered under the “LEGO® Education” brand.)

Any third parties acting on behalf of TLG are bound by the same rules and principles as TLG.

USE OF CONTENT

No rights are granted to you other than a non-exclusive, limited license to use the App on the terms expressly set forth in these Terms and Conditions, including any right to any enhancement or update.

All information, materials, functions and other content ("Content") contained in the App are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, service marks, trade names, and trade dresses are proprietary to us and/or our licensors or licensees. We may terminate your further access to the App, change the App, or delete content or features in any way, at any time and for any or no reason.

You may only use the App:

- (a) to carry out non-commercial projects that involve the LEGO® Education SPIKE™; or
- (b) to, for non-commercial purposes, create content through activities described in (a) above.

You may NOT:

- (1) permit other individuals or entities to use the App, unless you ensure that the other individuals or entities (a) understand that their use of the App is subject to the terms and conditions of these Terms and Conditions, and (b) agree to and comply with these Terms and Conditions;
- (2) reverse engineer, decompile, disassemble or otherwise reduce the App or Content to a human-perceivable form (except to the extent that this restriction is expressly prohibited by law); modify or translate the App or Content; or create derivative works based upon the App or Content;
- (3) copy the App or Content (except for back-up purposes);
- (4) sell, resell, rent, lease, assign, distribute, or otherwise transfer the App or Content, or any of the licensed rights with respect to the App or Content;
- (5) transmit the App or Content on the Internet;
- (6) use the back-up copy other than as a replacement for the primary copy;
- (7) use the App for any commercial purpose;
- (8) remove any proprietary notices or labels in or on the App or Content;
- (9) use the App for any purpose related to the manufacture, marketing, sale or distribution of plastic building bricks;
- (10) use the App to gain access to unencrypted data in a manner that defeats the digital content protection provided in the App, or use the App in an attempt to, or in conjunction with any device, program or service designed to, circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;
- (11) take any action that results in any part of the App being subject to a license that requires, or purports to require, as a condition of use, modification or distribution, that (a) any code that is or could become subject to the license be disclosed or distributed in source code

form, or (b) others have the right to modify or create derivative works of any code that is or could become subject to the license; or

(12) directly or indirectly export, re-export, download, transmit, or transfer the App in violation of any provision within these Terms and Conditions.

Any use or transfer of the App or Content in violation of the above will lead to immediate, automatic termination of your license.

TITLE

All title, ownership, rights and intellectual property rights in and to the App and Content, including the text, building instructions and images within the App, and all copies hereof, shall remain with us and/or our suppliers and licensors. All rights not expressly granted to you under these Terms and Conditions are reserved to us and/or our suppliers and licensors. The App and all Content is protected by national copyright laws and international copyright treaties.

LEGO, the LEGO logo, the Minifigure and the LEGO® Education SPIKE™ logo are trademarks and/or copyrights of the LEGO Group. ©2019 The LEGO Group. All rights reserved.

For notices and licenses relating to Third Party Software, please go to the SPIKE App > Settings > Legal > Licenses

ACCOUNTS

Some services on the App may permit or require you to create a LEGO ID account to participate or to secure additional benefits. Please see the Terms and Conditions for LEGO ID at <https://account2.lego.com/Terms%20Of%20Service/ShowTOSPage>.

We may suspend or terminate your ability to use the App or portion hereof in case of failure to comply with said Terms and Conditions for LEGO ID or any special terms related to a particular service.

APP DISTRIBUTORS / STORES

You acknowledge that these Terms and Conditions are concluded between you and us only, and not with app distributors / stores, e.g. Apple, Inc., Google, Amazon, Samsung etc. ("App Distributors"). We, and not the App Distributors, are solely responsible for the App and the services and Content available therein. The parties agree that the App Distributors have no obligation to provide maintenance or support services with respect to the App.

To the maximum extent permitted by applicable law, the App Distributors will have no warranty obligation whatsoever with respect to the App.

You agree that we, and not the App Distributors, are responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You agree that we, and not the App Distributors, are responsible for the investigation, defense, settlement and discharge of any third party intellectual property infringement claim related to the App or your possession and use of the App.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You agree to comply with all applicable third party terms of agreement when using the App (e.g. you must not be in violation of your wireless data service terms of agreement when using the App).

The parties agree that the App Distributors and their subsidiaries are third party beneficiaries to these Terms and Conditions. Upon your acceptance of the Terms and Conditions, the App Distributors will have the right (and will be deemed to have accepted the right) to enforce the Terms and Conditions against you as third party beneficiaries thereof.

You agree that your use of the App is subject to the usage rules set forth in the App Distributor's then-current terms of service for downloading apps through the App Distributor.

INDEMNIFICATION

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). To the extent possible under applicable law, you hereby agree to indemnify, defend, and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions or claims arising from your use of the App and/or your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

NO WARRANTY

THE App AND ALL Third Party Software IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER APPLICABLE STATUTORY WARRANTIES (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW). THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE App, AND Third Party Software, IS WITH YOU. SHOULD THE App AND/OR Third Party Software PROVE DEFECTIVE, YOU (AND NOT TLG OR ANY AUTHORISED TLG DEALER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME STATES AND COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TLG does not warrant that the functionality provided by the App, Third Party Software, or any projects based on the App will meet your requirements or that the operation of the App, Third Party Software, and said projects will be uninterrupted or error free.

LIMITATION OF REMEDIES

IN NO EVENT WILL TLG OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE App OR ANY Third Party Software, EVEN IF TLG, ANY OF ITS SUPPLIERS OR LICENSORS OR AN AUTHORISED TLG DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR FOR ANY CLAIM BY ANY OTHER PARTY.

TLG'S SUPPLIERS AND LICENSORS MAKE NO WARRANTIES AND SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT.

SOME COUNTRIES OR STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

JURISDICTIONAL AND VENUE ISSUES

These Terms and Conditions are governed by the laws of the country in which you acquired the license to the App.

You acknowledge that the App is, and Third Party Software provided with the App may be, subject to control under the export control laws and regulations of the United States of America and other countries and applicable global export control laws and regulations. You agree that you will not directly or indirectly export, re-export, transfer, download, or ship the App or any Third Party Software via any means: (a) to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the United States Government and/or other applicable export licensing authority, or (b) in violation of the laws and regulations of the United States of America or the laws and regulations of the jurisdiction in which you use or are downloading the App or any Third Party Software provided with the App. If you are downloading the App, you represent and warrant that: (a) you are not located in, or under the control of, any country or state the laws and regulations of which prohibit importation of the App or any Third Party Software provided with the App; and (b) you are not located in, or under the control of, any country or state to which the laws and regulations of the United States of America and/or other applicable export control laws prohibit exportation of the App or any Third Party Software provided with the App.

If you are an agency, department, or other entity of the United States Government: (a) you are notified that the App is a "commercial item" developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined or used in the applicable United States acquisition regulations; and (b) the App is licensed hereunder (i) only as a commercial item and (ii) with only those rights as are granted to all other licensees pursuant to the terms and conditions of these Terms and Conditions. You agree not to use, duplicate, or disclose the App in any way not expressly permitted by these Terms and Conditions. Nothing in these Terms and

Conditions requires TLG or any of our suppliers or licensors to produce or furnish technical data for or to you.

We make no representation that Content in the App, or any content of the Third Party Software, is appropriate or available for use in any particular location. Those who choose to access the App do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

SEVERANCE

If any term or provision within these Terms and Conditions is or becomes invalid, illegal or unenforceable for any reason, this shall not affect the validity or enforceability of the remainder of these Terms and Conditions. In such event, the term or provision deemed to be invalid, illegal or unenforceable shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

AMENDMENT

At any time, we may amend these Terms and Conditions (including by modification, deletion and/or addition of any portion hereof). If we make a material amendment to these Terms and Conditions, we will notify you of such amendment by posting notice thereof on the website LEGOeducation.com/support or via the relevant app store or the App itself. Any such amendment to these Terms and Conditions will be effective thirty (30) calendar days following publication of the aforementioned notice. By using the App following the thirty (30) calendar days' notice, you consent to any material amendments.

TERMINATION

This license and your right to use the App shall terminate automatically if you fail to comply with the provisions of these Terms and Conditions. No notice shall be required from us to effectuate such termination. Upon termination, you are obligated to immediately destroy all copies of the App and Content.

The following sections of these Terms and Conditions shall survive any termination of this license: "Title", "No Warranty", "Limitation of Remedies", "Jurisdictional and Venue Issues" and "Termination".