

LEAPFROG ENTERPRISES, INC.

SOFTWARE LICENSE AGREEMENT FOR THE LEAPFROG SCHOOL CONNECT SOFTWARE APPLICATION

THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT") IS A LEGALLY BINDING INSTRUMENT BETWEEN THE SCHOOL DISTRICT YOU REPRESENT (THE "SCHOOL DISTRICT") AND LEAPFROG ENTERPRISES, INC. ("LEAPFROG"). IT GOVERNS THE SCHOOL DISTRICT'S USE OF (A) THE LEAPFROG SCHOOL CONNECT SOFTWARE APPLICATION (WHICH INCLUDES ANY BUNDLED AND RELATED DEVICE DRIVERS AND ARE COLLECTIVELY REFERRED TO AS THE "LEAPFROG SCHOOL CONNECT APPLICATION") THAT YOU DOWNLOAD AND/OR LAWFULLY OBTAIN FROM LEAPFROG OR AN AUTHORIZED LEAPFROG RESELLER, AND (B) ANY ACCOMPANYING DOCUMENTATION (THE "DOCUMENTATION"). THIS AGREEMENT CONSTITUTES THE "LICENSE AGREEMENT" BETWEEN THE SCHOOL DISTRICT AND LEAPFROG REGARDING THE LEAPFROG SCHOOL CONNECT APPLICATION AND DOCUMENTATION.

BY CLICKING ON THE "I ACCEPT THESE TERMS" (OR SIMILAR) BUTTON, DOWNLOADING OR OTHERWISE USING OR INSTALLING THE LEAPFROG SCHOOL CONNECT APPLICATION SOFTWARE, YOU AND THE SCHOOL DISTRICT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU OR THE SCHOOL DISTRICT DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE OR DOWNLOAD THE LEAPFROG SCHOOL CONNECT APPLICATION. THE RIGHT TO USE THE LEAPFROG SCHOOL CONNECT APPLICATION IS CONDITIONED UPON AGREEMENT TO THESE TERMS, AND LEAPFROG IS NOT WILLING TO ENTER INTO THIS AGREEMENT IF YOU AND THE SCHOOL DISTRICT ARE NOT WILLING TO ACCEPT SUCH TERMS. IF YOU ARE A STUDENT, YOU SHOULD REVIEW THESE TERMS AND CONDITIONS WITH A TEACHER OR SCHOOL ADMINISTRATOR.

WHEREVER THIS AGREEMENT REFERS TO "YOU" OR "YOUR," IT IS MEANT TO INCLUDE THE SCHOOL DISTRICT, TEACHER AND STUDENT, EXCEPT WHERE A STUDENT IS NOT OF SUFFICIENT LEGAL AGE TO ENTER INTO A BINDING CONTRACT (SUCH AS AN E-COMMERCE TRANSACTION) OR PROVIDE ANY REQUIRED CONSENTS (SUCH AS CONSENT TO DATA COLLECTION, PROCESSING, OR TRANSFERS), IN WHICH CASE THE TEACHER OF SUCH STUDENT HEREBY ACKNOWLEDGES AND AGREES HE/SHE IS ACTING ON THE STUDENT'S BEHALF TO EFFECTUATE SUCH CONSENTS OR CONTRACTS.

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2. **LICENSE TERMS.** LeapFrog grants to you, subject to the terms, conditions and limitations further defined in this Agreement, a non-exclusive, non-sublicensable, non-transferable license to (i) install one (1) copy of the LeapFrog School Connect Application on a computer for non-commercial use, and to (ii) use the Documentation in connection with such use of the LeapFrog School Connect Application. Any modifications, upgrades, error corrections, or other updates to the LeapFrog School Connect Application provided by LeapFrog to you shall be deemed part of the LeapFrog School Connect Application and use thereof shall be governed by the terms and conditions of this Agreement, unless the parties have entered into a separate, written agreement governing such modifications, upgrades, error corrections, or other updates. The LeapFrog

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3. USE OF LEAPFROG SCHOOL CONNECT APPLICATION WITH LEAPFROG WEBSITES.

The features of the LeapFrog School Connect Application may be used in connection with LeapFrog websites and related web services, including the LeapFrog Learning Path or progress reporting equivalent (collectively, the "LeapFrog Services"). The LeapFrog School Connect Application and LeapFrog Services may allow you to further interact with and update certain web-enabled LeapFrog products ("Connected Products") and download software and/or files for use with your Connected Products. The LeapFrog Services and use of the LeapFrog School Connect Application in connection with the LeapFrog Services are subject to the "Terms of Use for LeapFrog School Connect" available at <http://www.leapfrog.com/en/corplinks/legal.html>. By using the LeapFrog School Connect Application in connection with the LeapFrog Services, you also agree to be bound by the most recent version of the Terms of Use for LeapFrog School Connect.

4. COLLECTION OF INFORMATION AND PRIVACY TERMS. The LeapFrog School Connect Application, alone or together with LeapFrog Services, may be used in a manner that facilitates LeapFrog's collection, processing, use, and storage of certain information and data, including, but not limited to: (i) personal information (e.g., name, email address, etc.) or non-personal information (e.g., demographic or login information) collected from a teacher or other adult and required in order to download, use, or register for the LeapFrog School Connect Application or LeapFrog Services ("Registration Information"); (ii) technical data about your Connected Products, your computer system, and certain hardware or software (such as the TAG School Reader audio files software) connected to or stored on such devices or systems ("Technical Information"); and, (iii) information about your use of and interaction with (including offline use of and interaction with) the Connected Products, LeapFrog School Connect Application, and LeapFrog Services ("Usage Information"). Registration Information, Technical Information, and Usage Information may be collectively referred to herein as "Account Data." Account Data may be captured and stored locally on your computer, and, in some instances, may be sent back to LeapFrog when you are connected to the Internet so we can provide you with the LeapFrog School Connect Application and LeapFrog Services. LeapFrog's online collection and use of your Account Data is subject to LeapFrog's most current online privacy policy available at <http://www.leapfrog.com/en/corplinks/privacy.html> ("LeapFrog Online Consumer Privacy Policy" or "LeapFrog Privacy Policy"), which is expressly incorporated into this Agreement by this reference. The LeapFrog Privacy Policy describes, in more detail, the types of information LeapFrog collects from users of LeapFrog Services and Connected Products, the way we handle such information, and the choices you may have with respect to LeapFrog's collection and use of certain information. You are strongly encouraged to read the LeapFrog Privacy Policy prior to and periodically during your use of the LeapFrog School Connect Application. By using the LeapFrog School Connect Application, you hereby unambiguously consent to the collection and processing of your Account Data by LeapFrog and consent to the use of such information in accordance with the LeapFrog Privacy Policy. You further agree to the transfer of this information, as necessary, across international borders, including, but not limited to, LeapFrog's headquarters in the United States. You further agree and give LeapFrog the right, without liability to you, to disclose any Account Data to law enforcement authorities, government officials, and/or a third party, as LeapFrog believes is reasonably necessary or appropriate to enforce and/or verify your compliance with any part of this Agreement (including, but not limited to, LeapFrog's right to cooperate with any legal process in relation to your use of the LeapFrog School Connect Application, and/or a third party claim that your use of the LeapFrog School Connect Application is unlawful and/or infringes such third party's rights).

5. REVISIONS AND UPDATES. You agree that LeapFrog may (but is not required to) provide modifications, upgrades, error corrections, or other updates (including automatically-installed

modifications, upgrades, error corrections, or updates) (collectively, "Updates") to the LeapFrog School Connect Application either through the LeapFrog Services or some other means and thus may modify, with or without your knowledge, the LeapFrog School Connect Application that you have already installed on your computer. These Updates may include changes or improvements to the Digital Rights Management (DRM) technology or other similar security system used by LeapFrog (if any) to protect against the unauthorized copying of the LeapFrog School Connect Application. You agree and consent to the automatic installation or application of these Updates and to only use the most updated version of the LeapFrog School Connect Application provided to you by LeapFrog.

6. RESTRICTIONS ON REVERSE ENGINEERING AND SECURITY. You may make only one copy of the LeapFrog School Connect Application and Documentation onto a computer for emergency backup or archival purposes only, provided that it copies all copyright and other notices contained in the original. For purposes of protecting trade secrets in the LeapFrog School Connect Application, you may not and may not authorize others to reverse engineer, decompile, disassemble, translate or attempt to learn the source code of the LeapFrog School Connect Application except as such activities are expressly permitted under applicable law. You may not copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the LeapFrog School Connect Application; provided, however, that you may transfer your original copy of the LeapFrog School Connect Application to a purchaser of the LeapFrog product that accompanied the LeapFrog School Connect Application, provided further that the purchaser shall be bound by the terms of this Agreement. You may not remove from the LeapFrog School Connect Application, or alter or add, any copyright, trademarks, trade names, logos, notices or markings. As indicated above, LeapFrog may implement a DRM or other similar security system that contains measures designed to prevent unauthorized copying of the LeapFrog School Connect Application. You agree not to violate, tamper with or circumvent any such security system or measures.

7. TERM AND TERMINATION. This Agreement and all licenses set forth herein are effective upon your acceptance of the terms contained herein and full payment of all amounts owed for the LeapFrog School Connect Application and shall continue in effect until terminated as set forth herein. You may terminate this Agreement, excluding any un-fulfilled payment obligations, at any time by destroying all copies of the LeapFrog School Connect Application. If you fail to comply with the provisions of this Agreement, then LeapFrog may immediately terminate this Agreement and all licenses hereunder with or without notice to you. Upon termination of this Agreement, you agree to destroy all copies, including the original, of the LeapFrog School Connect Application (in any form including any modified versions) and the Documentation.

8. LIMITED WARRANTY. LeapFrog warrants to you – subject to your compliance with the terms herein – that for a period of ninety (90) days from the date of invoice for the LeapFrog School Connect Application, the LeapFrog School Connect Application will substantially conform to LeapFrog's published specifications for the LeapFrog School Connect Application and that the LeapFrog School Connect Application will be delivered on media free from material defect. Your sole and exclusive remedy under the foregoing warranty shall be for LeapFrog, at its choice, to use commercially reasonable efforts to correct any substantial non-conformity of the LeapFrog School Connect Application reported to LeapFrog in writing within the warranty period and/or provide a replacement copy of the LeapFrog School Connect Application. The foregoing warranty shall not apply to any non-conformity that is caused by (i) the use or operation of the LeapFrog School Connect Application with an application or in an environment other than that intended or recommended by LeapFrog, (ii) modifications to the LeapFrog School Connect Application not made by LeapFrog or (iii) third party hardware or software, whether provided by LeapFrog or any third party. LEAPFROG MAKES NO WARRANTIES THAT THE LEAPFROG SCHOOL CONNECT APPLICATION IS ERROR-FREE OR IS SUITABLE FOR YOUR PURPOSES. LEAPFROG MAKES NO WARRANTIES OTHER THAN THOSE SET FORTH ABOVE, AND HEREBY DISCLAIMS ALL OTHER, WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE LEAPFROG SCHOOL CONNECT

APPLICATION OR DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LEAPFROG, ITS RESELLERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above exclusions and limitations may not apply to you. In such event, the scope and duration of any such warranty shall be the minimum required under applicable law.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL LEAPFROG OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS, USE OF DATA, COST OF REPLACEMENT GOODS OR HARDWARE, OR OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE THE LEAPFROG SCHOOL CONNECT APPLICATION OR DOCUMENTATION, EVEN IF LEAPFROG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. Some jurisdictions do not allow the exclusions and limitations of certain types of damages, so some of the foregoing may not apply.

10. ALLOCATION OF RISK. YOU ACKNOWLEDGE THAT: (I) THE LIMITED WARRANTIES, LIMITED REMEDIES AND LIMITATIONS ON LIABILITY SET FORTH IN THIS AGREEMENT ARE A FUNDAMENTAL PART OF THE BASIS OF LEAPFROG'S BARGAIN HEREUNDER WITHOUT WHICH LEAPFROG WOULD NOT ENTER INTO THIS AGREEMENT, AND (II) THE FEES PAID FOR SUCH ITEMS REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT.

11. COMPLIANCE WITH LAWS. You agree to use the LeapFrog School Connect Application and Documentation in compliance with all applicable federal, international, state and local laws and regulations including, without limitation, all U.S. federal laws governing the export or re-export of the LeapFrog School Connect Application or any Documentation.

12. U.S. GOVERNMENT END USERS. The LeapFrog School Connect Application is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the LeapFrog School Connect Application with only the rights set forth therein.

13. VENUE. You expressly agree that exclusive jurisdiction and venue for any claim or dispute with Leapfrog or relating in any way to your use of the Software resides in the state or federal courts of Alameda County, California. You hereby irrevocably consent to the personal and exclusive jurisdiction and venue of these courts.

14. MISCELLANEOUS. This Agreement is governed by the laws of the State of California, without reference to its principles of conflicts of laws. If any provision of this Agreement shall be unlawful, void, or unenforceable in your jurisdiction, then that provision shall be deemed severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement is the complete, final and exclusive statement of the agreement between the parties with respect to the subject matter hereof, and supersedes any proposal or prior or contemporaneous agreement or communications between us (whether oral or written) relating to the subject matter hereof. This Agreement may only be modified in a writing signed by both parties. No failure or delay (in whole or in part) on the part of either party to exercise any right or remedy hereunder shall operate as a waiver thereof or affect any other right or remedy. Waiver of a breach shall not waive the right to enforce any subsequent breach under this Agreement.