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TERMS OF USE

PLEASE READ THE TERMS OF USE CAREFULLY.

ACCESS TO AND USE OF THE PLATFORM ARE RESTRICTED TO AUTHORIZED USERS ONLY, WHO HAVE OPENED A TARA ACCOUNT. TO OPEN A TARA ACCOUNT, YOU MUST COMPLETE THE REGISTRATION PROCESS AND ACCEPT THE TERMS OF USE.

BY CLICKING THE “I ACCEPT” BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS, OR BY OTHERWISE ACCESSING THE PLATFORM (AS DEFINED BELOW), YOU INDICATE YOUR ACCEPTANCE OF, AND AGREEMENT WITH, THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE “I ACCEPT” BUTTON, CREATE AN ACCOUNT TO USE THE PLATFORM, OR OTHERWISE USE THE PLATFORM.

TARA EDUCATION TECHNOLOGIES LLC, a Georgia limited liability company (“**TARA**”; “**we**”; “**us**”; or “**our**”), makes its on-line instructional HQ (the “**Application**”) hosted at www.TaraEdTech.com and any other site controlled by TARA accessible from that URL (the “**Site**”) and TARA’s mobile application (the “**App**” and together with the Application and the Site, the “**Platform**”) and the Site Content (as defined below) provided on or through the Platform available to you (“**you**” or “**your**”), on and subject to the following terms and conditions (these “**Terms of Use**”). These Terms of Use are a legal agreement between you and TARA. TARA may revise the Terms of Use at any time without notice and the revised Terms of Use will be effective when posted. You can review the most current Terms of Use at www.tarateachers.com.

1. Your Use of the Platform

Through the Platform, you have access to a variety of resources and content, including, without limitation, (a) the Application for the creation and sharing of lesson plans and other content (“**User Content**”); (b) the web pages of the Site and the graphical elements, images, audio, and video of the Site (“**Site Materials**”); (c) the library of lesson plans created by other users of the Platform (“**Shared Content**”); and (d) forums, discussion groups, chat areas, bulletin boards, blogs, wikis, e-mail functions, and other services (the “**Community Services**”) in connection with which you can upload, download, share, email, post, publish, transmit, or otherwise access or make available on or through the Platform (“**Share**”) User Content (the “**Community Materials**”). The User Content, Site Materials, Shared Content, Community Services, and Community Materials are collectively referred to as “**Site Content**.”

Community Services are provided as a convenience to you. TARA is not obligated to provide any technical support for, or participate in, Community Services. While Community Services may include information regarding TARA products and services, including information from TARA employees, they are not an official customer support channel for TARA.

TARA provides two different account types on its Platform:

- (a) **Teacher Accounts.** A user with a Teacher Account (each, a “**Teacher**”) may:
 - Access and use the Platform;

- Share, download, store, display, view, listen to, play, and print Site Content other than Site Content only available to Reviewers;
- create and modify User Content;
- engage with other users through Community Services.

(b) **Reviewer Accounts.** If a Teacher Account is provided by a school district, a teacher training organization, such as Teach For America, or another organization (a “**Sponsoring Organization**”), the Sponsoring Organization may assign supervisory personnel to review and oversee Teacher Accounts (each such account is a “**Reviewer Account**”). A user with a Reviewer Account (each, a “**Reviewer**”) may:

- Access and use the Platform and exercise all of the rights of a Teacher Account;
- review and provide feedback on lesson plans created by users assigned to such Reviewer; and
- review reports and analytical data by users assigned to such Reviewer regarding the use of the Platform and the content and effectiveness of lesson plans.

TARA grants you a non-exclusive, non-transferable license to Use the Platform for the Term solely for your professional, informational, and noncommercial purposes on and subject to the terms and conditions of this Agreement. All rights not expressly granted to you in this Agreement are reserved by TARA and its licensors. As used in this Agreement, “**Use**” means, for Teachers, the uses available to Teacher Accounts, and for Reviewers, the uses available to Reviewer Accounts.

The Term of your right to Use the Platform commences on the date your account is created and ends, (a) if your account is provided by a Sponsoring Organization in the date the Sponsoring Organization terminates your account or transfers your account to you or another Sponsoring Organization or (b) if you created your account or your account is transferred to you by a Sponsoring Organization, the date you or TARA terminates your account. TARA charges an annual fee for use of Teacher Accounts and Reviewer Accounts and reserves the right to terminate any account if the annual fee is not timely paid.

Restrictions

Your Use of the Platform and Site Content is subject to the following limitations:

- (i) You must adhere to Our Acceptable Use policy below;
- (ii) Site Content remains the property of TARA and in some cases the author. You may not: sell or distribute for commercial purposes Site Content;
- (iii) Site Materials may not be copied, modified, or altered in any way; and the Site Materials may not be redistributed;
- (iv) You must retain the water mark or other legends with TARA’s proprietary rights notice on all exports, prints, and screen shots of Site Content;
- (v) You may not (a) create Internet "links" to the Site or "frame" or "mirror" any Site Content on any other server or wireless or Internet-based device;
- (vi) You may not reverse engineer or access the Platform in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Platform, or (iii) copy any ideas, features, functions, or graphics of the Platform or the Site Materials.

- (vii) You may not access or use the Platform in any manner that could damage, disable, overburden, or impair any TARA accounts, computer systems, or networks.
- (viii) You may not attempt to gain unauthorized access to any parts of the Platform or any TARA accounts, computer systems, or networks.
- (ix) You may not interfere or attempt to interfere with the proper working of the Platform or any TARA accounts, computer systems, or networks.
- (x) You may not use any robot, spider, scraper or other automated means to access the Platform or any TARA accounts, computer systems, or networks without TARA's express written permission.
- (xi) You may not share your password(s), account information, or access to the Platform with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Platform. You agree to notify TARA immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.

In addition to the restrictions on your Use of the Platform, your Use of Community Services is subject to the following:

- (i) You may not post personal information about other users unless your account permits you to review and provide feedback on the lesson plans created by others.
- (ii) You may not post any User Content that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Your User Content

You agree that you will only upload, share, post, publish, transmit, or otherwise make available on or through the Platform (“**Share**”) User Content that you have the right and authority to Share and for which you have the right and authority to grant to TARA all of the licenses and rights set forth herein. By Sharing User Content, you grant TARA a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sublicensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute the User Content for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the User Content into any TARA product or service, and to display, market, sublicense and distribute the User Content as incorporated or embedded in any product or service distributed or offered by TARA without compensation to you. You warrant that: (a) you have the right and authority to grant this license; (b) TARA's exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third party rights; and (c) all so-called moral rights in the User Content have been waived to the full extent allowed by law.

2. Acceptable Use.

The Platform is intended to facilitate improved teaching outcomes by free and fair exchange of ideas, lesson plans, insights, and experiences. Our mission can be disrupted by inappropriate use of the Platform.

You agree not to use the Platform or Site Content for any purpose that is unlawful or prohibited by these Terms of Use or the rules, guidelines or terms of use posted for a specific area of the Platform.

By accepting these Terms of Use, you expressly agree that you will not Use the Platform to send or store any material that: (a) is demonstrably false or misleading; (b) is defamatory, derogatory, degrading, or harassing of another or constitutes a personal attack; (c) invades another's privacy or includes, copies, or transmits another person's confidential, sensitive or personal information; (d) promotes bigotry, racism, hatred, or harm against any group or individual; (e) is pornographic, obscene, or not in good taste; (f) violates or infringes or promotes the violation or infringement of another's rights, including intellectual property rights; (g) you do not have the right and authority to Share and grant the necessary rights and licenses for; (h) violates or promotes the violation of any applicable laws or regulations, including material harmful to children; (i) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; (j) contains software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents or programs; (k) interferes with or disrupt the integrity or performance of the Platform or the data contained therein; or (l) attempts to gain unauthorized access to the Platform or its related systems or networks.

If you violate this Section 2, TARA may immediately terminate your account, report you to the relevant authorities, and may act under the fullest extent of applicable laws.

TARA does not want to receive confidential information from you through or in connection with the Platform. Notwithstanding anything that you may note or state in connection with Sharing User Content, it shall not be considered confidential information and shall be received and treated by TARA on a non-confidential and unrestricted basis and TARA shall not take and shall not be required to take any steps to safeguard the confidentiality of any information that you Share, other than as specified in TARA's Privacy Policy.

3. Copyrights; Trademarks

All Site Content, including without limitation, all text, graphics, logos, icons, and images and the selection and arrangement thereof, is the exclusive property of TARA or its licensors and is protected by U.S. and international copyright laws.

The trademarks, service marks, designs, and logos (collectively, the “**Trademarks**”) displayed on the Platform are the registered and unregistered Trademarks of TARA and its licensors. You agree that you will not refer to or attribute any information to TARA or its licensors in any public medium (e.g., press release, Web sites) for advertising or promotion purposes, or for the purpose of informing or influencing any third party and that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, TARA or its licensors.

DMCA Notice and Take Down

TARA prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Platform, please email TARA at info@tarateachers.com, giving a written statement that contains: (a) identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) identification of the allegedly infringing Material on the Platform that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its

agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. TARA will remove any posted submission that infringes the copyright or other intellectual property right of any person under U.S. law upon receipt of such a statement (or any statement in conformance with 17 U.S.C. Section 512(c)(2)). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

4. Indemnity

You indemnify, defend, and hold harmless TARA and its subsidiaries, parents, and affiliates, and their and our respective directors, officers, employees, and agents, from and against all third-party complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, arising from or relating to: (a) the User Content that you Share; and (b) your violation of these Terms of Use or any other agreement between TARA and you; or (c) your violation or infringement of any third party rights, including, without limitation, intellectual property rights.

5. Monitoring

TARA has no obligation to monitor the Platform or screen User Content that is Shared on or through the Platform. However, TARA reserves the right to review the Platform and User Content and to monitor all use of and activity on the Platform, and to remove or choose not to make available on or through the Platform any User Content in its sole discretion. TARA may remove User Content that is confidential or proprietary to a third party posted or Shared without that third party's permission.

6. Termination of Use

TARA may, in its sole discretion, at any time discontinue providing or limit access to the Platform, any areas of the Platform or Site Content provided on or through the Platform. You agree that TARA may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Platform or any Site Content. TARA may terminate or limit your access to or use of the Platform if TARA determines, in its sole discretion, that you have infringed the copyrights of a third party. You agree that TARA shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Platform or any Site Content, including User Content that you may have Shared.

7. End of Term

Upon the expiration of the Term, your account will be closed and you will not have any access to Site Content, including your User Content. Upon request to support@_____, TARA will use commercially reasonable efforts to transfer your User Content to another account if your Teacher Account is transferred by a Sponsoring Organization or if you have a personal account and become entitled to an account provided by a Sponsoring Organization.

8. Third Party Web Sites, Content, Products and Services

The Platform provides links to Web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of the Platform. TARA is not responsible for third party content provided on or through the Platform or for any changes or updates to such third party

sites, and you bear all risks associated with the access to, and use of, such Web sites and third party content, products and services.

9. Disclaimer

THE SITE CONTENT AND FUNCTIONALITY ON THE PLATFORM IS PROVIDED WITH THE UNDERSTANDING THAT TARA IS NOT HEREIN ENGAGED IN RENDERING PROFESSIONAL ADVICE AND SERVICES TO YOU. ALL SITE CONTENT AND FUNCTIONALITY ON THE PLATFORM IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TARA AND ITS THIRD-PARTY CONTENT PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OWNERSHIP, ACCURACY, OR ADEQUACY OF THE PLATFORM SITE CONTENT. TARA SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY INFORMATION PUBLISHED ON LINKED WEB SITES, CONTAINED IN ANY USER SUBMISSIONS PUBLISHED ON THE PLATFORM, OR PROVIDED BY THIRD PARTIES. NEITHER TARA NOR ITS THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

10. Privacy Policy

TARA is concerned about your privacy and has developed a policy to address privacy concerns. For more information, please see TARA's Privacy Policy. You understand, acknowledge, and agree that TARA collects, uses, processes, possesses, stores, and shares your Personal Information and utilization data as described in TARA's then current Privacy Policy.

11. Persons Not of Age of Majority

Persons who are not of the age of majority are not eligible to use the Platform, and we ask that no information in relation to such persons be submitted to us.

12. Export Restrictions/Legal Compliance

You may not access, download, use or export the Platform, or the Site Content provided on or through the Platform, in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions and regulations of any United States or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any services and products of TARA in violation of any such restrictions, laws or regulations, including, without limitation, laws, restrictions or regulations pertaining to the development, design, manufacture or production of nuclear, chemical or biological weapons or missile technology. As applicable, you shall obtain and bear all expenses related to any necessary licenses, authorizations, and/or exemptions with respect to your own use of the services of TARA outside the U.S. Neither the services or products of TARA nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to U.S. trade sanctions, (Supplement No. 1 to Part 740, Export Administration Regulations, Country Group E:1), to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

13. Waiver and Severability

The failure of TARA to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable. The balance of the Terms of Use shall not be affected.

14. Governing Law; Arbitration

All matters relating to these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts of laws rules. The parties agree that any dispute, case, or controversy in any way related to, arising under, or in connection with these Terms of Use, or the breach, termination, or validity hereof, including extra-contractual claims, and the determination of the scope or applicability of this provision to arbitrate, shall, upon the request of any party involved, be submitted to, and finally settled by, arbitration in the City of Atlanta, State of Georgia before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or another mutually agreeable arbitrator under another mutually agreeable arbitration rules. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel fees, and provided further, that in the discretion of the arbitrator, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed nor is combining individual proceedings without the consent of all parties.