

Mosaic Terms of Service

Effective Date: 07/01/2024

- 1. Agreement.** The following Terms of Service (the "**Terms**") constitute a binding agreement between you and Mosaic Instructional Planning Inc. ("**Mosaic**," "**we**," "**our**," and "**us**"), the operator of Mosaic's unit and lesson planning platform (the "**Platform**"). These Terms set forth conditions regarding your access to and use of the Platform and Mosaic's website (collectively, the "**Services**").

By accessing or using the Services in any manner, you agree to be bound by these Terms.

If your school or school district (each, an "**Educational Institution**") has entered into an agreement with Mosaic (the "**Institution Agreement**") that applies to your access to and use of the Platform, these Terms do not alter in any way the terms of the Institution Agreement. To the extent these Terms conflict with an Institution Agreement, the terms of the Institution Agreement shall control.

PLEASE NOTE THAT, EXCEPT AS PROVIDED BELOW, THESE TERMS REQUIRE RESOLUTION OF DISPUTES THROUGH USE OF AN ARBITRATION SERVICE. YOU HEREBY AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES WILL BE RESOLVED IN ACCORDANCE WITH SECTION 22 BELOW.

- 2. Modification to Terms.** Mosaic reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. The date of the last modification to the Terms will be posted at the beginning of these Terms. It is your responsibility to check from time to time for updates. By continuing to access or use the Services, you are indicating that you agree to be bound by any modified Terms.
- 3. Privacy.** These Terms include the provisions in this document, as well as those in our Privacy Policy.
- 4. Eligibility.** If you are younger than 18, you may not use the Platform.
- 5. Our Platform.** Our Platform provides resources for school teachers (each, a "**Teacher**") to build units and lessons (collectively, "**Lessons**") for their classrooms, and enables Teachers to share Lessons with colleagues at the same school and/or school district. In addition, principals, superintendents, and other administrators (each, an "**Administrator**") are able to review the Lessons created by Teachers in their schools and school districts.
- 6. User Accounts.** You must sign up for an account in order to access and use the Platform. You promise to provide us with accurate, complete, and updated registration information about yourself.

You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for any and all activities that occur under your password or account. You agree to immediately notify Mosaic of any unauthorized use of your password or account or any other

breach of security. Mosaic will not be liable for any loss or damage arising from your failure to comply with this section.

If you would like us to terminate your account, you can do so by contacting us at info@mosaic-ip.com. Upon receipt of the request, we will remove your account and Your Content (as defined below) from the Platform within a reasonable time period.

You may not transfer your account to anyone else without our prior written permission.

7. Acceptable Use. Mosaic hereby grants you permission to access and use the Services, provided such use is in compliance with these Terms, and you further specifically agree that your use will adhere to the following restrictions and obligations:

- You may only use the Services for your own personal, non-commercial use and in accordance with these Terms and any codes of conduct provided by Mosaic. You may not transfer your access to others or allow others to access the Services through your own access.
- You may only use the Services for lawful activity. It is your responsibility to comply with all applicable local, state, and federal laws and regulations.
- You may not use the Services in any manner that Mosaic deems to be harmful, violent, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable.
- You may not submit content to the Platform that you do not have the right to submit. For example, you may not submit content through the Platform that includes the likeness or intellectual property of another person, except to the extent you obtain prior express permission from that person.
- You may not copy, rip, or capture any content encountered on the Services. This includes bulk copying or "scraping" any portion of the Services content using a bot or other tool.
- You may not decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services.
- You may not enter, store or transmit viruses, worms or other malicious code within, through, to or using the Services.
- You may not defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Services.
- You may not remove or obfuscate any product identification, copyright or other proprietary notice from any element of the Services or associated documentation.

8. Content.

- a. Mosaic Content. As between you and Mosaic, Mosaic owns all right, title and interest in and to the materials available through the Services other than Your Content and Other User Content (as both are defined below), including, but not limited to, text, graphics, data, articles, photos, images, videos, and illustrations (all of the foregoing except Your Content and Other User Content, the "**Mosaic Content**").

Conditioned upon your compliance with these Terms, Mosaic grants you a limited, non-exclusive, non-transferable license, to (i) access and view the website for your personal use, (ii) if you purchase a subscription, access and view the Platform and any Mosaic Content to which you are permitted access, and (iii) otherwise use the Mosaic Content in accordance with the parameters and restrictions of your subscription. You have no right

to sublicense the licensed rights granted in this section. You may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, transmit, broadcast or otherwise exploit the Services, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Mosaic or its licensors, except for the licenses and rights expressly granted in these Terms.

- b. Your Content. As between you and Mosaic, you own all of the content that you submit through the Platform (collectively, “**Your Content**”). You grant to Mosaic a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, transfer, publicly display, transmit, stream, broadcast, access, and otherwise exploit Your Content, in any media, in order to operate the Platform and provide the Services to you. To the extent that Your Content includes personally identifiable information, we will only disclose such information in the limited circumstances identified in our Privacy Policy. In addition, to the extent that Mosaic de-identifies and aggregates Your Content, you agree that such derived data is no longer Your Content, and is thus owned by Mosaic.

To the extent you make Your Content available to other users of the Platform, you hereby grant all Platform users who have access to Your Content the worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to view, modify, reproduce, download, distribute, display, and otherwise exploit Your Content.

You acknowledge and agree that you are solely responsible for Your Content. Accordingly, you represent and warrant that you have all rights, licenses, consents and releases that are necessary to grant to Mosaic and other Platform users the licenses above. If Your Content violates these Terms in any way, we reserve the right to remove Your Content from the Platform.

- c. Other User Content. Just as you are responsible for Your Content, other users on the Platform are responsible for the content they submit and create through the Platform (Collectively, “**Other User Content**”). Although Mosaic reserves the right to review, moderate, or remove any content that appears on the Platform, we do not review all of it.
- d. RELEASE. YOU HEREBY RELEASE MOSAIC FROM ANY AND ALL LIABILITY WHATSOEVER ARISING FROM OR RELATED TO YOUR CONTENT AND OTHER USER CONTENT AND FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES, LOSS, HARM OR DAMAGES ARISING FROM OR RELATED TO DISPUTES, DEALINGS, OR INTERACTIONS BETWEEN YOU AND ANY OTHER PLATFORM USERS.

9. Payment.

- a. By providing a credit card or other payment method for the purchase of a subscription, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (collectively, as applicable, an “**Order**”). If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your Order may be suspended or cancelled. You must resolve any problem we (or our third-party payment processor) encounter in order to proceed with your Order. You acknowledge that the amount billed

may vary due to promotional offers, changes in the Services, or changes in applicable taxes or other charges, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

- b. All prices are shown in U.S. dollars and applicable taxes and other charges, if any, are additional. Prices may be adjusted at any time and for any reason (or no reason) and without providing you prior notice.
- c. Mosaic reserves the right to apply applicable taxes to any transaction on the Platform.

10. Third Party Apps. The Platform integrates with certain third-party services that you may choose to use, such as Google Classroom (each, an “**Integrated Service**”). If you use an Integrated Service, you may have the ability to transfer certain information and content from the Integrated Service to our Platform, and vice versa. Your use of any Integrated Service is subject to a separate agreement between you and the provider of that Integrated Service (the “**Integrated Service Provider**”). You hereby acknowledge that Mosaic does not control such Integrated Service Providers or Integrated Services, and cannot be held responsible for their content, operation, or use. Mosaic does not make any representation, warranty, or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by Integrated Services. **MOSAIC HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY INTEGRATED SERVICES AND FOR THE ACTS OR OMISSIONS OF ANY INTEGRATED SERVICE PROVIDERS, AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST MOSAIC WITH RESPECT TO THE CONTENT OR OPERATION OF ANY INTEGRATED SERVICES.**

11. Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services (“**Feedback**”). You agree that Mosaic has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in the changes to the Platform.

12. Modification to Services. Mosaic may modify the Services from time to time. Mosaic shall have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or any other third party may incur as a result of changes to the Services.

13. Notices of Copyright Infringement. Mosaic respects copyright law and expects our users to do the same. In accordance with the Digital Millennium Copyright Act (“DMCA”) of 1998, the text of which may be found on the U.S. Copyright Office website at <https://www.copyright.gov/legislation/dmca.pdf>, Mosaic will respond to claims of copyright infringement committed using the Services that are reported to us, provided they meet the criteria below.

If you are a copyright owner, or a designated agent thereof, please report alleged copyright infringements taking place on or through the Services by providing us the following information (the “**Notice**”):

- a. the identity of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are covered by this Notice, a comprehensive list of the copyrighted works that you claim have been infringed;

- b. the material that you claim is infringing, and information reasonably sufficient to permit us to locate the material, including at a minimum, the URL of the link shown on the Services where such material may be found;
- c. your mailing address, telephone number, and, if available, email address;
- d. a statement that you have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- e. a statement that the information in this Notice is accurate and, under penalty of perjury, that you are the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed; and
- f. your full legal name and your electronic or physical signature.

You may deliver this notice, with all items completed, to us, as follows:

23 Heather Lane, Miller Place, NY 11764

Upon receipt of the Notice as described above, Mosaic will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Services.

- 14. Termination.** Mosaic may immediately and without notice terminate these Terms and disable your access to the Services if Mosaic determines, in its sole discretion, that (a) you have breached these Terms, or (b) you have violated applicable laws, regulations or third party rights.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any limitations on our liability, any terms regarding ownership or intellectual property rights, indemnification, and terms regarding disputes between us.

- 15. Indemnification.** To the fullest extent allowed by applicable law, you agree to indemnify, defend, and hold Mosaic, its affiliates, officers, agents, and employees harmless from and against any and all third-party claims, and any resulting liabilities, damages, losses and expenses (including attorneys' fees) arising from or in any way related to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

- 16. Disclaimer of Warranties.** YOU HEREBY ACKNOWLEDGE THAT YOU ARE USING THE SERVICES AT YOUR OWN RISK. THE SERVICES, MOSAIC CONTENT, AND OTHER USER CONTENT ARE ALL PROVIDED "AS IS," AND MOSAIC, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. MOSAIC AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH THE SERVICES.

Because some states do not permit disclaimer of implied warranties, you may have additional rights under your local laws.

- 17. Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL MOSAIC BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$20 OR (II) THE AMOUNTS PAID BY YOU TO MOSAIC IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.
- 18. Notices.** Any notices or other communications permitted or required hereunder will be in writing and given by Mosaic (a) via email (in each case to the address that you provide) or (b) by posting to the website.
- 19. No Waiver.** The failure of Mosaic to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.
- 20. Assignment.** You may not assign or transfer these Terms, by operation of law or otherwise, without Mosaic's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. Mosaic may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Unless a person or entity is explicitly identified as a third party beneficiary to these Terms, these Terms do not and are not intended to confer any rights or remedies upon any person or entity other than the parties.
- 21. Severability.** If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.
- 22. Governing Law; Arbitration.** These Terms are governed by and will be construed under the laws of the state of New York, without regard to the conflicts of laws provisions thereof. The arbitration shall be held in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. The arbitration shall be held in the US county of your most recent physical address or, if there is no such US county, in New York City, New York. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in New York City, New York. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND

MOSAIC ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

23. Entire Agreement. These Terms constitute the entire agreement between you and Mosaic regarding your use of the Services, and supersede all prior written or oral agreements.

24. Contact Us. If you have any questions about the Services, please do not hesitate to contact us at info@mosaic-ip.com.