

Customer Agreement

Billing Information:Billing Frequency:
Payment Terms: Net 30
Billing Schedule: Upon Specific date**Customer Agreement No. Q-27191**
Newsela Sales Rep: Samantha Smith
Contact Email: samantha.smith@newsela.com
Offer Date: August 25, 2020
Expiration Date: September 12, 2020**To:**
Damon Edwards
Making Waves Academy - Network
4123 Lakeside Drive
Richmond, CA 94806

Qty	Products/Services	License Dates	Line Total
1	Newsela Essentials	09/13/20 - 09/12/21	\$6,825.00
Contract Total			\$6,825.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela’s Terms of Use and Privacy Policy.

Terms of Use: As attached hereto in Exhibit A

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Notes:

Start Date: 9/13/2020

End Date: 9/12/2020

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	Date of Signature:
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Appendix

School	Products/Services	License Dates
MAKING WAVES ACADEMY	Newsela Essentials	09/13/20 - 09/12/21

Newsela Terms of Use

Newsela — Terms of Use for Making Waves Academy ONLY 2020-2021

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS”) CAREFULLY. BY ACCESSING OR USING WWW.NEWEELA.COM (THE “WEBSITE”), THE NEWSELA MOBILE APPLICATION (“APP”) OR ANY OTHER WEBSITES OR APPLICATIONS OF NEWSELA, INC. (“NEWSELA” “WE” OR “US”) THAT LINK TO THESE TERMS, OR ANY OF THE SERVICES PROVIDED OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR APP (COLLECTIVELY, THE “SERVICES”) YOU (“YOU” OR “USER”) REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS.

1. General.

1.1. Acceptance; Authority. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Website or App, you agree to these Terms. If you do not agree, or do not have all requisite authority and consent to be bound by the Terms (as further described below), you may not access or use the Website, App or Services in any way.

1.2. Types of Users. The Services are available to several different types of Users, who will have different types of accounts with different tools, functionalities and restrictions. For example, the Services may be accessed by educators and instructors (collectively, “Teachers”) teaching a class (“Class”) in which the Services are a part of the curriculum, the students enrolled in such classes (“Students”) or by individuals working within an educational institution, such as a school or school district (collectively “Schools”) who will use the Services to monitor the progress of Students across several Classes.

1.3. Additional Terms. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1.4. Eligibility. By registering for or using the Services in any way, you represent and warrant that you meet all eligibility criteria set forth in these Terms, including all age and authorization requirements listed below. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

1.5. Modifications. Please regularly check the Website or App, as applicable, to view the then-current Terms. When changes are made, Newsela will make a new copy of the Terms available on the Website and/or through the App, as applicable, and we will update the “Last Updated” date at the top of the Terms. If we make any changes to the way Student Data is collected, used or shared by the Services, we will also send an e-mail to the applicable account holder using the contact information we have on file with additional information regarding the collection of such data and available options regarding data collection and use, before the data is used in any manner inconsistent with the terms initially provided to Users. For other changes, the Terms are subject to change by Newsela in its sole discretion at any time. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using the Website and/or the Services and please contact us to have your account deleted. Otherwise, your continued use of the Website, App and/or Services constitutes your acceptance of such change(s). Any changes to the Terms will be effective immediately for new Users of the Services.

1.6. ARBITRATION. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. MORE INFORMATION ABOUT ARBITRATION IS INCLUDED BELOW.

2. Services.

2.1 Use of the Services. The Website, App and Services, and the information, data and content made available on the Website, App or Services (“Content”) are protected by copyright and other intellectual property and proprietary rights laws throughout the world. Subject to the Terms, Newsela grants you a limited license to access, view, download, print or reproduce certain portions of the Services, as designated by Newsela, for the sole purpose of using the Services for your (or your Students’ or School’s) educational, non-commercial purposes.

2.2. Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website, App or Services; (b) you shall not use framing techniques to enclose any trademark or logo on the Website, App or Services; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website, App or Services except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law; (d) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Website, App or Services; (e) except as expressly stated herein, no part of the Website, App or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, provided that you may reproduce or print certain Content made available through the Website, App or Services, as designated by Newsela, on behalf of your Students who have existing Accounts; and (f) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Website, App or Services. Any future release, update or other addition to the Website, App or Services shall be subject to the Terms. Newsela, its licensors, suppliers and service providers

reserve all rights not granted in the Terms. Any unauthorized use of the Website, App or Services terminates the licenses granted by Newsela pursuant to the Terms.

3. Registration.

In order to access certain features of the Services, you must have a registered account for the Services (“Account”). Accounts are categorized as “Student,” “Learner,” “Teacher” and “Administrator.”

3.1. Eligibility. If you are under age 18, you may only register for and use the Services under the supervision of an adult, in which case the adult shall be deemed the User and shall be responsible for any and all activities.

3.2. Registration Data. In registering for the Services, you (a) agree to provide all necessary information about yourself and your School (“Registration Data”); (b) represent and warrant that all Registration Data is true, current, and complete; and (c) agree to maintain and promptly update the Registration Data to keep it true, current, and complete.

3.3. Responsibility. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Newsela immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by Newsela, or if you have been previously banned from any of the Services.

3.4. Accounts for Educational Institutions and Educators (Teachers and Administrators).

3.4.1. Teacher and Administrator Accounts. Currently, Newsela offers two different types of Accounts on the Services for educational professionals receiving the Services on behalf of a School: “Teacher” Accounts and “Administrator” Accounts. Authority to create either of these Account types shall be determined by the appropriate individual at a School.

3.4.2. Authority; Consent.

3.4.2.1. Individual Users. By accessing or using the Services in any way, you are representing that you have the authority and permission to enter into the Terms on your own behalf and to use the Services as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any Student with whom you use the Services.

3.4.2.2. Use By or on Behalf of an Entity. If you are using or accessing the Services on behalf of a School, in addition to being an eligible individual user (as set forth above), you must also have the authority and permission to enter into the Terms on behalf of the School and to use the Services on such School’s behalf as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any particular Students. In such cases, the term “you” as used herein shall also refer to such School. Your School also be responsible for

any activities, including any violation of the Terms, that occur under your Account and any Accounts created using your Account.

3.4.3. Changes in Eligibility. In the event that you are no longer (a) employed by your School (or another School through which you receive Services) or (b) otherwise authorized to view or use Student records, you (i) must notify Newsela immediately of such change and (ii) are not permitted to continue to view or use your Account.

3.4.4. Creating Student Accounts from an Educator Account. Using your Administrator or Teacher Account, you may create individual Student Accounts following the instructions on the Services or otherwise as directed by Newsela, as permitted by Newsela in its sole discretion. You may only create an Account for Students you have consent and authority for. By entering a Student's information into the Services, you represent and warrant that you have all necessary consent and authority, including from the Student's legal guardian, to create an Account on such Student's behalf. You can only give invite codes ("Class Codes") to those Students who meet all of the foregoing requirements and all other requirements specified by Newsela.

3.4.5. Students Under 13. If you use the Services with students under 13, you represent and warrant that (a) you are a Teacher, Parent or Administrator at a School and (b) if you are a Teacher or Administrator, that you have accurately identified such School in your Registration Data.

3.5. Accounts for Students and Learners.

3.5.1. Student Accounts. "Student" Accounts are for use by Students with Account Class Codes, who are receiving the Services through a specific School in connection with a Class taught by a Teacher. To create a Student Account, a Student must be provided with a Class Code by a Teacher, Parent or Administrator.

3.5.2. Learner Accounts. "Learner" Accounts are for Students without Class Codes who register for Accounts on the Newsela Website at [<https://www.newsela.com/signup>]. By registering for a Learner Account, you represent and warrant that you are at least 13 years of age. If you are under age 13, you may not register for a Learner Account and can only use the Services if a Teacher, Parent or Administrator provides you with a Class Code or Student Account.

4. User Code of Conduct.

As a condition of use, you agree not to use the Services for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, Content on the Services or on your profile that (a) encourages illegal activities, is fraudulent or tortious or is unlawful; (b) insults, defames, harasses or threatens others; (c) violates the copyright or intellectual property or privacy rights of others; (d) contains obscene material; (e) harms or impersonates others; or (f) advertises or sells a product or service. Do not submit the work of others as your own work or otherwise attempt to cheat on assignments. Do not attempt or engage in any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services or interfering or attempting to interfere with use of the Services by any other

user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing” or “crashing” the Services.

5. User Content.

5.1. License to User Content. Except with respect to Student Data, which shall be governed by the license set forth in Section 6 of these Terms, by submitting, providing, uploading, posting, e-mailing, transmitting or otherwise making available (“Make Available”) any Content to Newsela, including on or through the Services, (such Content, your “User Content”), you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display such User Content in connection with the Services.

5.2. Responsibility. You acknowledge that you, and not Newsela, are entirely responsible for all User Content you Make Available through the Services, and that other Users of the Services, and not Newsela, are similarly responsible for all User Content they Make Available through the Services. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services. You agree that Newsela will not be responsible for any liabilities incurred as the result of such interaction. You use all User Content and interact with other Users at your own risk.

Prior to the deletion of any User Content, Newsela and the School shall work in good-faith to ensure that pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.

5.3. No Obligation to Monitor Content. You acknowledge that Newsela has no obligation to review, monitor or pre-screen Content on the Services, although Newsela reserves the right in its sole discretion to review, monitor, pre-screen, refuse, modify, or remove any Content (a) that violates any law or regulation; (b) that violates these Terms; (c) that otherwise creates or may create liability for Newsela; or (d) for any other reason Newsela determines in its sole discretion. Except as expressly set forth in these Terms, Newsela does not approve, endorse or make any representations or warranties with respect to User Content or Student Data.

5.4. Security. Although Newsela takes security very seriously and works very hard on behalf of Student, Teacher and School privacy, including by using various industry standard measures to protect Content on the Services, no method of transmission or electronic storage on the internet is 100% secure. Therefore, Newsela cannot guarantee the security of any User Content. Except as expressly set forth herein or otherwise agreed to by Newsela in writing, (a) Newsela has no obligation to store any User Content and (b) Newsela has no responsibility or liability for (i) the deletion or accuracy of any Content, including User Content, (ii) the failure to store, transmit or receive transmission of Content, including User Content, or (iii) the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

6. Student Data.

6.1. General. “Student Data” includes all data that personally identifies a student, such as name, address, username, and password, or any other non-public information about a Student, such as a

Student's educational records and performance, but does not include De-Identified Data (as defined below). Newsela will only collect and use Student Data as necessary to fulfill its duties and provide and improve the Services.

6.2. De-Identified Data. Newsela may create and use De-Identified Data from data Made Available through the Services, in accordance with these Terms and Newsela's Privacy Policy available at <https://www.newsela.com/pages/privacy-policy/>. "De-identified Data" means data with all direct and indirect personal identifiers removed such as name, school ID numbers, date of birth, demographic information and location information, to the extent any is collected. Newsela agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data to any party unless that party agrees not to attempt re-identification. More detailed information on Newsela's privacy practices can be found in the Newsela privacy policy available at <https://www.newsela.com/pages/privacy-policy/>.

6.3. Disclosure of Student Data by Schools, Teachers and Administrators. Teachers and Administrators using Newsela are solely responsible for ensuring that you and your School are compliant with all applicable laws and regulations related to your disclosure of Student Data and other Student information ("Student Records") to Newsela in connection with the Services, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Without limiting the generality of the foregoing, for all Student Records disclosed to Newsela, you represent and warrant, to the extent required by applicable law such as FERPA, that your School has (a) notified such Students' parents or legal guardians of your use of third party services, including Newsela, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such Students. If such Student is 18 years old or older, the notice and consent requirements of (a) and (b) shall apply to the Student instead of such Student's parent or legal guardian. As throughout, Newsela affirms that Student Data shall remain the exclusive property and under the direct control of the School, Student or Student's parent or legal guardian, as applicable, with respect to the use and maintenance of Student Data and shall only be used by Newsela for authorized purposes and Newsela may not re-disclose PII from Student Data to other parties, unless the provider has specific authorization from the School to do so and it is otherwise permitted under FERPA.

6.4. License to Student Data. By making available any Student Data to Newsela, including on or through the Services, you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display Student Data solely for the purposes of (a) providing the Services and (b) creating, using, and disclosing De-Identified Data about Students for product development, research, or other purposes.

6.5. Storage and Processing of Data. Newsela will store and process all Student Data in accordance with industry standard practices. This includes appropriate administrative, physical and technical safeguards to secure Student Data from unauthorized access, disclosure and use. Newsela shall conduct periodic risk assessments and use commercially reasonable efforts to remediate identified security vulnerabilities. Newsela will also have an incident response plan

and will promptly notify the relevant School in the event of a security or privacy incident or breach of personal information involving such School's Users.

6.6. Protection of Student Data by Newsela.

6.6.1. No Sale or Trade of Student Data. Newsela will not (a) sell or trade Student Data; (b) use any Student Data to advertise or market to Students or their parents or legal guardians; or (c) use Student Data except as expressly stated herein. From time to time, Newsela may direct advertising or marketing to Schools but shall de-identify any Student Data used in connection with such marketing efforts.

6.6.2. School Requests. Newsela will make Student Data available upon a verified request by the School, Teacher, Parent or Administrator who provided such Student Data or who would otherwise have verified authority to receive such Student Data.

6.6.3. Data Mining. Newsela does not scan Student Data for the purpose of advertising or marketing to Students or their parents or legal guardian (also known as "Data Mining").

6.6.4. Return/Destruction of Student Data. When Student Data is no longer needed for the provision of the Services, at the request of the School, Student or Student's parent or legal guardian, as applicable, Newsela will destroy all Student Data in its possession, and in the possession of any subcontractors or agents to which Newsela transferred Student Data, or transfer such Student Data to the requesting School, if legally permitted.

6.6.5. Subcontractors. Newsela may rely on one or more subcontractors to perform the Services. Upon request, Newsela agrees to share with you the names of subcontractors that have direct access to Student Data Made Available by you. All subcontractors and successor entities of Newsela will be subject to the protections for Student Data set forth in these Terms.

6.7. Intellectual Property Rights. All intellectual property rights in Student Data not granted herein shall remain the exclusive property of the School, Student or Student's parent or legal guardian, as applicable.

7. Payment.

Certain features of the Services require premium access ("Premium Features") and may require payment from Schools or Teachers. There is no charge for Student access to the Services, although certain features of the Services may require an additional charge.

7.1. Ordering Premium Features. You may place orders for the Premium Features by following the directions on the Website or App or otherwise contacting Newsela. The Premium Features are subject to the restrictions set forth on the applicable order page. Newsela may change the pricing for the Services, including Premium Features, (from time to time in its sole discretion) by updating the Website or App, as applicable, and without any additional notice to you, provided that any changes will not take effect until your subscription renews.

7.2. Payment Terms. If you order Premium Features, you agree to pay the then-current applicable fee listed on the Website or the App or otherwise agreed to in writing by Newsela. Newsela will automatically bill your payment method submitted in ordering Premium Features on the date of activation. Except as otherwise stated herein, all payments are non-refundable. You hereby authorize Newsela to bill your payment method as described above, which may include automatic renewal and automatic payment if you select a subscription option. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any fee cannot be charged to your payment method for any reason, Newsela may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven (7) days after receiving such notice of non-payment, then Newsela may suspend the applicable Premium Features.

8. Proprietary Rights.

8.1. Services. Except with respect to your User Content, you agree that Newsela and its licensors and suppliers own all rights, title and interest in the Services. Newsela's name and other related logos, service marks and trade names used on or in connection with the Services are the trademarks and intellectual property of Newsela and may not be used without Newsela's permission. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

8.2. Ownership of Content. Except with respect to your User Content and Student Data, you agree that you have no right or title in or to any Content that appears on or in the Services. Newsela does not claim ownership of your User Content or Student Data. When you as a User post or publish your User Content on or in the Services, you represent that you have the authority to grant the aforementioned license to Newsela.

8.3. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Newsela through its suggestion or similar pages ("Feedback") is done on a non-confidential basis and that Newsela has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Newsela a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

9. Apple Device and Application Terms.

If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:

9.1. Both you and Newsela acknowledge that these Terms are concluded between you and Newsela only, and not with Apple, and that Apple is not responsible for the Application or the Content;

9.2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

9.3. You will only use the Application in connection with an Apple device that you own or control;

9.4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

9.5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

9.6. You acknowledge and agree that Newsela, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;

9.7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Newsela, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

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

9.9. Both you and Newsela acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

9.10. Both you and Newsela acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

10. Third-Party Websites.

The Services may contain links to third-party websites ("Third-Party Websites"). Such Third-Party Websites are not under the control of Newsela. Although Newsela makes reasonable efforts to curate the Content it makes available on the Services, Newsela is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third party.

11. Indemnification.

Each Party agrees to indemnify and hold each other, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the “Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) User Content or any Student Data Made Available by you; (b) your use of, or inability to use, the Services; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. Newsela reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Newsela in asserting any available defenses. Each Party agrees that the provisions in this section will survive termination of the Terms.

12. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. NEWSELA PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEWSELA PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

13. Limitation of Liability.

EACH PARTY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES; ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON SERVICES; OR (D) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. UNDER NO

CIRCUMSTANCES WILL EITHER PARTY PARTIES BE LIABLE TO THE OTHER FOR MORE THAN THE GREATER OF (I) FIFTY DOLLARS (\$50); OR (II) THE AMOUNT ACTUALLY PAID BY THE USER TO NEWSLA HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE EITHER PARTY FIRST BRINGS A CLAIM. NEWSLA PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION OR FAILURE TO STORE ANY CONTENT OR USER COMMUNICATIONS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEWSLA AND YOU.

14. Procedure for Making Claims of Copyright Infringement.

It is Newsela's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Newsela by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Newsela's Copyright Agent for notice of claims of copyright infringement is as follows: copyright@newsela.com.

15. Term and Termination.

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Terms. If you have materially breached any provision of the Terms, or if Newsela is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Newsela has the right to immediately suspend any Services and licenses provided to you under this Agreement ("Suspension"). Following Suspension, Newsela and your Teacher and/or School, as applicable, will work together in good faith to determine whether to reinstate your access to (and any associated licenses to) the Services or permanently terminate your Services. Notwithstanding the foregoing, Newsela may terminate your Account immediately in its sole discretion in the event that (a) you are a repeat infringer for purposes of Newsela's copyright infringement policy as described in Section 14 or (b) you violate any restriction of these Terms after Newsela makes reasonable efforts to provide you with notice of a previous violation. You agree that Newsela shall not be liable to you or any third party for any Suspension or termination of your Account made in accordance with the Terms. Termination of any Services includes removal of access to such Services and barring of further use of the Service. Termination of all Services also may include deletion of your password and your User Content and, will include the deletion of Student Data as required by law. Upon termination of any Service, your right to use such Services will automatically terminate immediately. Newsela will not have any liability whatsoever to you for any Suspension or termination, including for deletion of your User Content and, if applicable, Student Data. Upon early termination of the

Services by Newsela, in the event that you have purchased Premium Features, Newsela will refund to you a pro rata portion of fees for such Premium Services paid to Newsela hereunder to the extent such fees are for Services that have not yet been rendered or made available to you. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, indemnification, warranty disclaimers, and limitation of liability.

16. General Provisions.

16.1. Release. Except to the extent prohibited by applicable law, you hereby release Newsela Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Users or Third-Party Websites of any kind, arising in connection with or as a result of the Terms or your use of the Services. You hereby waive California Civil Code Section 1542, or any similar law of another jurisdiction, which states in substance, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

16.2. Dispute Resolution. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

(a) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from JAMS. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by JAMS's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes.

(b) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(c) You and we must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF, (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (4) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitrator's award shall be final and may be enforced in any court of competent jurisdiction; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys' fees and expenses unless there is a

statutory provision that requires the prevailing party to be paid its fees' and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

(d) Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim or cause of action) between you and Newsela and our employees, agents, successors or assigns, regarding or relating to these the Services or these Terms, shall exclusively be settled through binding and confidential arbitration.

(e) Notwithstanding the foregoing, either you or we may bring an individual action in small claims court. Further, claims of infringement or misappropriation of the other party's patent, copyright, trademark or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Contra Costa County, California. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Contra Costa County, California in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within Contra Costa County, California for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (1) and (2) in the paragraph 16.2(c) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with these Terms, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subparts (1) and (2) in the paragraph 16.2(c) (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Contra Costa County, California.

(g) Notwithstanding any provision in these Terms to the contrary, if we seek to terminate the Dispute Resolution section as included in these Terms, any such termination shall not be effective until 30 days after the version of these Terms not containing the agreement to arbitrate is posted to the Website, and shall not be effective as to any claim of which you provided Newsela with written notice prior to the date of termination.

(h) For more information on JAMS, its Rules and Procedures, and how to file an arbitration claim, you may call JAMS at 800-352-5267 or visit the JAMS website at <http://www.jamsadr.com>.

(i) Any and all controversies, disputes, demands, counts, claims or causes of action between you and Newsela and our employees, agents, successors, or assigns, regarding or relating to these the Services or these Terms, shall exclusively be governed by the internal laws of the State of California, without regard to its choice of law rules and without regard to conflicts of laws principles except that the arbitration provision shall be governed by the Federal Arbitration Act.

16.3. Miscellaneous. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Newsela's prior written consent, and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void. Newsela may assign this Agreement without your consent. Newsela shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos,

acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. Where Newsela requires that you provide an e-mail address, you are responsible for providing Newsela with your most current e-mail address. In the event that the last e-mail address you provided to Newsela is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Terms, Newsela's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Newsela at the following e-mail address: _____ . In the event that the e-mail address Newsela provided to the User is not valid, or for any reason is not capable of delivering to Newsela any notices required or permitted by the Terms, the User's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Unless you have entered into a separate School Agreement, the Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

