

# Mosaic Instructional Planning End User License Agreement and Privacy Policy

These terms constitute an agreement between You and Shared Space Professional Development, Inc, and its direct and indirect affiliates (SST, Mosaic, SSPD). Access or use of Mosaic and/or service for which You seek registration constitutes acceptance of this Agreement. If You do not agree to abide by the terms and conditions of this Agreement, please do not register for or otherwise access or use Mosaic.

SSPD may change any of the terms in this Agreement at any time. Changes will become effective upon posting. If You do not wish choose to accept the changes to the terms of this Agreement, You may cancel your access to Mosaic as described below in Section 10.3. Continued use of the Mosaic or SSPD websites accessed through Your Mosaic Instructional Planning account constitutes Your acceptance of the terms of the modified Agreement.

## 1. Mosaic Instructional Planning

SSPD offers websites and other digital assets and services available through the Internet that require end user registration. This document will refer to these digital assets, including software, products, applications or other services offered in connection with SSPD and SST web properties, known collectively as "**Mosaic**". In the event of a conflict between the terms and conditions of this Agreement and more specific terms and conditions that apply to another SSPD Website or integrated partner Website, the more specific terms and conditions shall prevail with respect to such conflict and only to Websites governed by such other terms of use.

## 2. Ownership of the Information, Materials and Software of Mosaic

You expressly acknowledge and agree that (a) Mosaic contains information, text, software, photos, video, graphics, music, sounds and other material (called "**Materials**") that are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights (called "**Intellectual Property Rights**"); (b) all right, title and interest in and to these Materials and Intellectual Property Rights belong solely and exclusively to SSPD or its licensors; and (c) these Intellectual Property Rights are valid and protected in all forms, media and technologies existing now or developed later.

## 3. Use of the Information and Materials of Mosaic

**3.1. Limited End User License.** SSPD grants a limited license to all users of Mosaic that is nonexclusive, personal, and nontransferable and may not be sublicensed. Mosaic Licensees may use, display, and, when such functions are available on the Mosaic, reformat, download, and print Materials obtained through Mosaic solely for their own personal, non-commercial, educational purposes. **Login Credentials (username and password) may not be shared with others or otherwise disclosed to unauthorized**

**third parties for any purpose whatsoever.**

**3.2. Permitted Uses of Materials.** You may, on an occasional and irregular basis, include *insubstantial* portions of Materials from Mosaic in memoranda, reports and presentations, and then only to the extent that such use is for educational purposes and of a non-commercial nature, does not otherwise diminish the pedagogical or commercial value of the Materials, and is otherwise permissible as "fair use", "fair dealing" or its equivalent under applicable copyright and intellectual property law. In each such instance, You must include proximate to any excerpted Materials all copyright, trademark and other notices from Mosaic (whether or not included in the particular Materials used), and appropriate source attribution to SSPD and its licensors.

**3.3. Prohibited uses of Materials.** Except as You may be expressly permitted by this Agreement under Section 3.2 above or pursuant to express written permission obtained from SSPD, You may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any Materials in any form, format or media or by means of any technology without obtaining the prior written authorization of SSPD and any other owner of the Intellectual Property Rights in such Materials.

**3.3.1** You may not reproduce, use, sell, transmit, publish, broadcast, or otherwise disseminate or distribute Materials from Mosaic to anyone, including but not limited to others in the same company, school, college or other organization, whether or not for a charge or other consideration.

**4. Availability of Mosaic.** SSPD may at any time, with or without notice to You, restrict the use and accessibility of Mosaic as well as limit the duration and amount of use made of Mosaic. Other than periodic restrictions for the purposes of routine maintenance, such restrictions are typically only made in extraordinary circumstances which are beyond SSPD's control. SSPD may change or discontinue any portion, feature, or content of Mosaic at any time with or without notice to You; however, SSPD will make reasonable efforts to provide end users notice of significant changes to Mosaic when feasible and provide alternative materials if substantial portions of Mosaic are removed.

**5. Third Party Websites and Content.** SSPD assumes no responsibility for any Materials posted by third parties on Mosaic or accessed on Mosaic through hypertext or other computer "links" to sites hosted by third parties that are outside of SSPD's control ("Third-Party Site"). SSPD does not endorse products, services or information provided by such third parties and shall not be responsible or liable, directly or indirectly for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any Third Party Site or otherwise posted by third parties on SSPD. Likewise, the inclusion of links to Third Party Sites on Mosaic does not imply that the owners of such Third-Party Sites have given permission for inclusion of these links, or otherwise sponsored or endorsed SSPD's

Website. SSPD is not responsible for the accessibility of Third-Party Sites accessed through links on Mosaic. Should You discover that a link to a Third-Party Site is broken, no longer pointing to the content so indicated on Mosaic, or otherwise pointing to inappropriate content, please contact [support@architechsupport.zendesk.com](mailto:support@architechsupport.zendesk.com).

## **6. End User Content**

**6.1.** Mosaic may provide functionalities for users to upload or post comments, ideas, articles, information, data, text, software, music, sound, photographs, graphics, video, messages, and other materials or submissions ("End User Content"). You should only post End User Content that is Your own original work or for which You have otherwise obtained the necessary right or permission to publicly broadcast. The views and opinions expressed in any End User Content do not necessarily reflect those of SSPD or its licensed content providers or licensors. The end user who posted the End User Content is solely responsible for such End User Content. You acknowledge that SSPD does not pre-screen End User Content. SSPD and its designees reserve the right (but not the obligation) at their sole discretion to monitor, refuse to post, or remove any End User Content for any reason. SSPD reserves the right to terminate Your access to Mosaic to prevent further posting of prohibited End User Content. Please notify SSPD if You discover any Prohibited End User Content (as described below in Section 6.3) at [support@architechsupport.zendesk.com](mailto:support@architechsupport.zendesk.com).

**6.2.** SSPD does not guarantee the accuracy, integrity or quality of End User Content and disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from End User Content posted, emailed or otherwise transmitted via Mosaic.

**6.3. Prohibited End User Content.** You agree not to upload, post, email or otherwise transmit any End User Content that:

**6.3.1** is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

**6.3.2** You do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

**6.3.3** infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

**6.3.4** contains software viruses or other contaminating or destructive devices, features or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or provides information relating to or otherwise facilitating the use of malware or other

destructive materials or mechanisms;

**6.3.5** contains advertising or promotional material of any kind;

**6.3.6** contains a third party's Personal Information (as defined in Section 8.2) except in connection with the posting and/or transmittal of grades or other information by an instructor or educational institution in a manner which may be accessed only by the relevant end user and/or which is consistent with Section 8.4;

**6.3.7** undermines the pedagogical purpose of the Material on Mosaic and the course with which it is used (including but not limited to answers to questions used in Mosaic).

**6.4. SSPD's Use of End User Content.** By posting End User Content, You retain rights to such End User Content, but grant SSPD a perpetual license to host, use, and distribute such End User Content for the purposes for which it is posted. You acknowledge and agree that SSPD reserves the right to preserve End User Content: (a) for the longer of either the end of the relevant school year or other registration period for the relevant course or other website or for as long as the end user maintains an account with SSPD, and for a reasonable time thereafter in either event; and (b) indefinitely in the event of a potential violation of these terms or dispute pertaining to End User Content, Mosaic and/or the end user's account. You acknowledge and agree that SSPD further reserves the right to disclose End User Content in association with Your Personal Information if required to do so by law or based on the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service hereunder; (c) respond to claims that any End User Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of SSPD, its users and the public. In the case of End User Content embodied in Your performance of educational assignments and assessments, SSPD further reserves the right to host, transmit, use and distribute such content *without reference to Your Personal Information* indefinitely for the limited purposes of product development and educational research.

**7. Restrictions on Use of the Mosaic Instructional Planning tool.** You agree not to use Mosaic to:

**7.1.** upload, post, email or otherwise transmit any prohibited End User Content described in Section 6 or otherwise violate this Agreement.

**7.2.** impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity; including using another person's Login Credentials

**7.3.** upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "Spam," "chain letters," "pyramid schemes," or any other form solicitation;

**7.4.** use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of Mosaic, any data or content found on or accessed through Mosaic or any other SSPD Materials without the prior express written consent of SSPD;

**7.5.** obtain or attempt to obtain through any means any Materials, End User Content, or any other data, content, software or code available on or through Mosaic ("Mosaic Content") that have not been intentionally made publicly available either by their public display on Mosaic or through their accessibility by a visible link on Mosaic;

**7.6.** violate any measure employed to limit or prevent access to Mosaic;

**7.7.** violate the security of Mosaic or attempt to gain unauthorized access to Mosaic, Website Content, or computer systems or networks connected to any service of Mosaic through hacking, password mining or any other means;

**7.8.** interfere or attempt to interfere with the proper working of Mosaic or any activities conducted on or through Mosaic, including accessing any SSPD Content prior to the time that it is intended to be available to the public on Mosaic;

**7.9.** take or attempt any action that, in the sole discretion of SSPD, imposes or may impose an unreasonable or disproportionately large load or burden on Mosaic or the infrastructure of Mosaic;

**7.10.** violate any applicable local, state, national or international law or the academic rules or other policies of Your educational institution or other sponsoring organization;

**7.11.** engage in any conduct which otherwise diminishes the pedagogical or commercial value of the Materials.

## **8. SSPD Privacy Policy for Disclosure of Demographic and Personal Information**

**8.1. Demographic Information.** By using Mosaic, You agree that SSPD may collect, use, sell, license and otherwise distribute demographic data about Your use of Mosaic in a form which has been modified so that You may not reasonably be identified to assist in market evaluation, product assessment and improvement, educational research and for other purposes as reasonably determined by Mosaic.

**8.2. Personal Information.** For the purposes of this Agreement, "Personal Information" means information collected by SSPD on Mosaic or otherwise provided by You which contains identifiable information such as Your name, email, physical address, username, password, social security number, financial account numbers, and/or tax,

social insurance, or other national identification number.

**8.3. Consent.** Consent can be express (for example, electronically by accepting terms describing the intended uses and disclosures of Personal Information) or implied (for example, when You provide Personal Information necessary for a service You have requested). Generally, by providing us with Personal Information, we will assume that You consent to our collection, use and disclosure of such information for the purposes identified or described in this Privacy Policy, or as otherwise specified at the time of collection.

**8.4. Collection, Use and Disclosure of Personal Information.** SSPD will not disclose Personal Information associated with Your use of Mosaic to any third parties not affiliated with SSPD except as set forth in this Agreement. By accepting this Agreement, you acknowledge and agree that SSPD may collect, use and disclose Your Personal Information *as permitted and/or required by local privacy regulations applicable to You*. By accepting the terms of this Agreement, You explicitly consent to the following uses and disclosures of Your Personal Information (to the extent applicable to You) for the purposes stated herein:

(a) Personal Information may be disclosed to and collected, used and/or stored by SSPD, and may be transferred to affiliates of SSPD and/or authorized vendors (vendors that provide services on our behalf subject to the restrictions of this Privacy Policy) for the purposes of hosting, maintaining and supporting Mosaic, providing technical and customer support, processing payment, and managing and administering our business. SSPD takes reasonable contractual, technical and procedural measures to protect Personal Information and comply with applicable local laws and regulations while it is being processed, handled and/or stored by SSPD and its affiliates or vendors.

(b) Personal Information may also be collected, used, stored and disclosed in connection with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of SSPD or its business or assets, for the purposes of evaluating and/or performing the proposed transaction. Assignees or successors of SSPD/CCS or its business or assets may use and disclose Your Personal Information for similar purposes as those described in this Privacy Policy.

(c) When You post or otherwise communicate any of Your Personal Information within forums, communities, application rosters, directories and/or other communication tools within Mosaic that facilitate engagement among end users, Your consent to disclosure is implied and SSPD shall not be responsible for any further disclosures which may result from such posting.

(d) Personal Information may be collected, used, hosted, stored and disclosed by SSPD at the request of the educational institution, school district or system in which You are enrolled, or any other organization which may be sponsoring Your use of Mosaic, or by applicable governmental educational authorities, for educational or administrative

purposes, such as evaluating student or instructor participation in Mosaic activities or for evaluation of Mosaic's educational efficacy; or

(f) In the event that SSPD, Your educational institution or law enforcement authorities have reasonable basis to suspect that You are engaging in, or attempting to engage in illegal conduct, misappropriation of password access, violations of this Agreement or other applicable Terms of Use, academic misconduct or other conduct prohibited by Your academic institution or workplace, Personal Information may be disclosed to an Your educational institution, its faculty and administration and/or law enforcement or other regulatory officials in order to facilitate the investigation of the suspected misconduct.

**8.5. Statistical Data.** Some activities within Mosaic may request users to submit information that is tabulated and stored in a database. The data obtained is used to produce statistics that are integral to the educational value of these activities. Anywhere the requested data is personal in nature, a user's specific responses remain confidential and are not associated with name or e-mail address in any way. By participating in an activity that uses information entered by end users for statistical analysis within the activity, You are giving us consent to include Your data in the study.

**8.6. Marketing.** SSPD reserves the right to use Personal Information to market its products (i.e. contact users for participation in focus groups, seminars, or product reviews, or provide information on complimentary or upgrade products) only to users ages 13 and above who have opted in to receive marketing information from SSPD. SSPD does not sell such Personal Information to any third party.

**8.7. Use of "Cookies".** You acknowledge and consent to the use of "cookies" in connection with Your activity on Mosaic. These cookies are retained for as long as You are registered for Mosaic. Cookies are alphanumeric identifiers that we transfer to Your computer's hard drive through Your web browser when You visit and revisit Mosaic. Cookies permit us and our service providers to track the pages You visit and the content You view and are necessary for the proper functioning of Mosaic. Although the information collected through cookies is not itself considered Personal Information, such information may enable us to relate Your use of Mosaic to other information we have collected about You, including Personal information. If You do not want us to be able to store cookies on Your hard drive, Your browser's help section should be able to tell You how You can disable or filter cookies and how to arrange for Your browser to tell You when You've been sent a new cookie. Disabling certain cookies may, however, limit Your ability to use Mosaic or certain features of Mosaic.

**8.8. Collection of IP Addresses.** When You sign in to Mosaic, some information such as Your Internet Protocol (IP) address, Internet service provider, operating system, the service from which You arrived, and the time and date of Your visit may be collected automatically as part of the software operation of this environment. This information, while not itself Personal Information, will be linked to You personally through the sign-in

process. This information is not visible or accessible to other users of Mosaic, but is tracked and used by SSPD for administrative purposes and to improve Mosaic.

**8.9. Nature of Data on the Internet.** Due to the complexity and open nature of the Internet, there is always a risk that information collected and/or displayed on Mosaic may be compromised or accessed notwithstanding the implementation of stringent data security measures by SSPD. To mitigate such risks, You should (a) use secure usernames and passwords and carefully protect them from disclosure; (b) restrict Your access of Mosaic to secure networks; and (c) implement updated internet security and virus protection software on Your computer system. Should You suspect that Your computer's security has been compromised or that Your username or password may have been accessed by a third party, please contact [support@architechsupport.zendesk.com](mailto:support@architechsupport.zendesk.com).

**8.10. Privacy Policy Changes.** This Privacy Policy may be revised from time to time. If we intend to use or disclose Personal Information for purposes materially different than those described in this policy, we will make reasonable efforts to notify You. Your continued provision of Personal Information or use of Mosaic following any changes to this Privacy Policy constitutes Your acceptance of any such changes.

## **9. Your Other Responsibilities Concerning Registration for Mosaic**

**9.1.** By registering for Mosaic under this Agreement, You certify to SSPD that: (a) the information You have provided to SSPD in order to register as an end user is complete, accurate and current; (b) You will notify SSPD within 15 days of any change in Your registration information; (c) that you consent to the receipt of any notice or process at the email and/or mailing addresses provided by You; and (d) that You will not share Your username and password except as expressly authorized under the terms of Your license.

**9.2.** If any of these certifications is or becomes untrue, or if You do not comply in full with these requirements, SSPD has the right to suspend and/or terminate Your access to Mosaic.

**9.3.** You are also responsible for obtaining and using all computer hardware and software required for Your access to and use of Mosaic and for any charges incurred for Your own access to Mosaic through an Internet access provider or other third-party website.

**9.4.** You are responsible for all uses of Mosaic through Your username and password, whether the use is made by You personally or by someone else. You are responsible for protecting and securing Your username and password from unauthorized use and disclosure. In the event that You become aware of or believe there has been any breach of Mosaic, such as the theft or unauthorized use of Your username and password, You will notify SSPD immediately by contacting

support@architechsupport.zendesk.com.

## **10. Termination of Access**

**10.1.** If for any reason within the first 15 days of registering directly with SSPD via an eCommerce transaction You are dissatisfied with Mosaic, You can request a full refund, whereupon Your access and this License will terminate. This refund policy does not apply to lost or misplaced access codes nor does this refund policy apply to purchases made through a school purchase order.

**10.2.** Your access commences the day You submit the registration form and runs for the specific term defined whether or not Mosaic is used. Your obligations under this Agreement will exist until said term expires or the access is terminated by You or SSPD.

**10.3.** You may terminate this Agreement and Your rights to use Mosaic at any time and without cause by notifying SSPD of Your decision to terminate. You may submit notice as outlined in Section 15 (Notice).

**10.4.** SSPD may, in its sole and absolute discretion, and with or without notice, suspend Your access to all or any part of Mosaic, or terminate this Agreement and thus Your rights to use Mosaic, for any conduct or use (whether by You or anyone else having access under Your username or password) that Mosaic believes is a violation of this Agreement or for any other conduct or use that SSPD believes is harmful to other end users, SSPD's content providers, or to Mosaic or the interests of SSPD.

**10.5.** If You have registered for temporary access to Mosaic at no charge and upon expiration of Your temporary access period do not purchase a paid registration to Mosaic, SSPD may, in its absolute and sole discretion, suspend Your access to all or any part of Mosaic, or terminate this Agreement and thus Your rights to use Mosaic. Further, You expressly acknowledge and agree that if at any time during Your temporary access period SSPD, in its sole and absolute discretion, determines that you are utilizing the temporary access period as a substitute or proxy for a paid registration to Mosaic, it may suspend Your access to all or any part of Mosaic, or terminate this Agreement and Your rights to use Mosaic. In the event of any suspension of Your access to Mosaic, or termination of this Agreement, You acknowledge and agree that: (a) Mosaic, its functionality, activities, Materials, or any results generated by Your use thereof may not be available to You or any other person; and (b) neither You nor any other person are authorized to access or use any results generated by Your use of Mosaic, its functionality, activities, or Materials regardless of whether such results are available within Mosaic. If this Agreement is suspended or terminated due to You not purchasing a paid registration, and then SSPD subsequently reinstates Your access to Mosaic upon later receiving payment, any such reinstated access shall remain subject to the terms of this Agreement (unless SSPD provides new terms and conditions to You at the time of such reinstated access, in which case such new terms and conditions

shall apply).

**11. Your Remedies.** SSPD's entire liability to You, and Your sole and exclusive remedy, regarding the use of Mosaic shall be the replacement of a username or password if a currently valid username or password fails to allow access to Mosaic. SSPD does not provide refunds or replacement access in the event of lost or misplaced access codes. Your sole right with respect to any disagreement or dissatisfaction with (a) this Agreement, as modified from time to time, (b) registration cost or other charges for the use of Mosaic, (c) access to, use of, or performance of Mosaic, or (d) any Mosaic Content, is to terminate Your access as provided for in Section 10.3.

## **12. Disclaimer of Warranties**

**12.1.** SSPD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MOSAIC. MOSAIC AND ALL INFORMATION, CONTENT, MATERIALS AND SOFTWARE ACCESSIBLE THROUGH MOSAIC ARE PROVIDED FOR USE "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, SSPD DISCLAIMS ALL WARRANTIES AND CONDITIONS, LEGAL, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING OR RELATING TO PRODUCTS OR WEBSITES FURNISHED TO LICENSEES UNDER THIS AGREEMENT OR IN CONNECTION WITH MOSAIC. SSPD ALSO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER MOSAIC WILL BE AVAILABLE OR ERROR FREE OR WHETHER ANY INFORMATION ON MOSAIC OR ANY WEBSITE WITH WHICH Mosaic IS LINKED IS ACCURATE, COMPLETE, OR CURRENT. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY AND COMPLETENESS OF THE INFORMATION, OPINIONS, AND OTHER MATERIALS INCLUDED ON MOSAIC. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**12.2.** You expressly agree that Your use of Mosaic is at Your sole risk. No statement, information or advice, including, but not limited to, statements regarding capacity, suitability for use or performance, whether made by a SSPD employee, reseller or other representative or otherwise, which is not contained in this Agreement shall be deemed to be a warranty by SSPD for any purpose or give rise to any liability of SSPD whatsoever, and You agree that You will not rely on any such statement, information or advice.

## **13. Limitation of Liability**

**13.1.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SSPD AND ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, VENDORS, AND CONTRACTORS

(collectively "SSPD Related Parties") SHALL IN NO EVENT BE LIABLE FOR ANY CLAIMS, CHARGES, DEMANDS, DAMAGES, LOSSES, EXPENSES OR OTHER LIABILITIES OF WHATEVER NATURE ARISING FROM YOUR USE OR INABILITY TO USE MOSAIC – INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, LOSS CAUSED BY YOUR RELIANCE ON ANY MATERIALS, CONTENT, INFORMATION, WEBSITES, SOFTWARE OR PRODUCTS OBTAINED ON MOSAIC, OR MISTAKES, OMISSIONS, INTERRUPTIONS, COMMUNICATIONS FAILURE, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, OR THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO YOUR RECORDS, PROGRAMS OR WEBSITES, OR OTHER LOSSES OF ANY KIND OR CHARACTER RELATED TO YOUR USE OF MOSAIC -- EVEN IF SSPD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE USE OF MOSAIC, OR ANY WEBSITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING PROCEDURES FOR DATA BACK-UP AND VIRUS-CHECKING AS YOU CONSIDER NECESSARY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**13.2.** If, notwithstanding the foregoing, SSPD were to be held liable for damages, then regardless of the form of action (whether in contract, tort, breach of warranty or otherwise), in no event shall the maximum liability of SSPD and the SSPD Related Parties exceed, either jointly or severally, the aggregate dollar amount paid by You to SSPD in the twelve (12) months prior to the claimed injury or damage. All of the provisions of this section are also for the benefit of SSPD's directors, officers, shareholders, employees, affiliates, agents, third-party content providers, licensors, and anyone else involved in creating, producing or distributing Mosaic, and each shall have the right to assert and enforce these provisions directly on their own behalf.

**14. Indemnification by You.** To the fullest extent permitted by law, You agree to defend, indemnify and hold harmless SSPD and the SSPD Related Parties from and against any and all claims, charges, demands, damages, losses, expenses, and liabilities of whatever nature and howsoever arising (including, but not limited to, any legal or other professional fees and the costs of defending or prosecuting any claim), incurred or suffered by SSPD and/or the SSPD Related Parties, directly or indirectly, by reason of any act or omission which You or any of Your agents, contractors, employees or representatives commit in breach of this Agreement or in violation of any third-party rights or any laws or regulations that may apply to Your use of Mosaic or any Mosaic Content.

## **15. Notices, Reporting and Questions**

SSPD may give notice to You by electronic mail, by a posting such notice on Mosaic or at support@architechsupport.zendesk.com and/or by conventional mail. Notice by SSPD shall be effective on the date that SSPD makes a good faith effort to reach You.

You shall give notice to SSPD as stated below. Notice by You shall be effective on the date that SSPD actually receives the notice.

Online: SSPD Help: support@architechsupport.zendesk.com

U.S. mail: SSPD 6 Medford Rd, Sound Beach, NY 11789

**Any questions about this Agreement, Mosaic, its availability, security or the Materials contained on it (including any concerns or reports regarding broken links, prohibited End User Content, or any other technical or customer support issues) may be reported to the contacts above. If Your question or concern pertains to particular content or links on Mosaic, please** include the originating SSPD page URL, any linked page URL and a description of the content in question to ensure SSPD can quickly respond to the issue.

**16. Choice of Law and Forum.** This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any and all actions, disputes or controversies relating to the Agreement or Mosaic will be decided by courts of competent jurisdiction, and You consent to the jurisdiction and venue of those courts and irrevocably consent to the service of process via email and/or delivered personally or mailed by certified or registered mail, return receipt requested, at the mailing address set forth in Your registration information. This Agreement, Your and SSPD's rights and obligations under the Agreement, and any disputes or disagreements regarding Mosaic will be governed by and construed subject to the choice of law and forum selection provisions below; provided, however, that *nothing in this paragraph is intended to limit or contravene the applicability of the local privacy and data security regulations which would otherwise govern the collection, disclosure and use of Your Personal Information.*

a. If You reside in the US, this Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the courts located within the County of New York, State of New York in the event of any claim arising from Your use of Mosaic or this Agreement. If You are an office, agency or branch of the United States Government, You are provided Mosaic as a commercial item and with only those rights as are set forth in this Agreement, pursuant to 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227-7202-4, and corresponding sections of applicable and corresponding agency Federal Acquisition Regulations ("FARs").

b. If You reside in Canada, this Agreement shall be governed and construed in accordance with the laws of Ontario and the laws of Canada applicable therein, without giving effect to its conflict of law principles. You agree to submit to the personal and

exclusive jurisdiction of the courts located in the province of Ontario in the event of any claim arising from Your use of Mosaic or this Agreement.

c. If You reside outside of the US and Canada, this Agreement shall be governed and construed in accordance with the laws of England, without giving effect to its conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the courts located in England in the event of any claim arising from Your use of Mosaic or this Agreement.

## **17. Compliance with United States Export Requirements**

Your use of Mosaic is subject to any laws, regulations, orders or other restrictions on export from the United States of America (which we will call the "U.S.") of certain materials and technical data which may be imposed from time to time by the U.S. Government. Therefore, You will not transfer, directly or indirectly, by electronic means or otherwise, any Mosaic Content, or any direct products thereof, to any country, or to any agent, representative, or foreign national of any country, for which the U.S. Government or any agency thereof requires an export license or other governmental approval at the time of export without first obtaining such license or approval. Pursuant to current restrictions of the U.S. Government, nationals of Cuba, Iran, Myanmar (Burma), North Korea, Sudan and Syria may not use or access Mosaic or Mosaic Content at this time.

**18. FERPA.** SSPD takes numerous measures to maintain the security and confidentiality of all student records and comply with requirements of the Family Educational Record Privacy Act ("FERPA") applicable to the educational records of students residing in the United States. For more information about FERPA generally, see the US Department of Education's website at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

## **19. Miscellaneous**

**19.1.** This Agreement is personal to You, and You may not assign, transfer or delegate Your rights or obligations under this Agreement to anyone. SSPD may assign or delegate its rights or obligations under this Agreement.

**19.2.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable according to its terms.

**19.3.** You acknowledge that SSPD will be irreparably harmed by any breach of this Agreement by You or by Your unauthorized use of Mosaic or Mosaic Content and, further, that monetary damages may not be a sufficient remedy for such harm. You agree that SSPD shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary

damages, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by You or by Your unauthorized use of Mosaic or Mosaic Content.

**19.4.** This Agreement is the entire agreement between SSPD and You with respect to Mosaic. Headings in this Agreement are for Your convenience only and do not have any legal meaning or effect. If SSPD waives or fails to enforce any term or condition of this Agreement on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce will not mean that it must waive or cannot enforce such term or condition on any other occasion, or any other term or condition of this Agreement. The meaning of this Agreement cannot be changed by Your or SSPD's conduct, even if repeated, or by any custom or practice of others engaged in the same or similar businesses. In addition to being a part of the registration form, this Agreement resides on [www.sharedspacepd.com](http://www.sharedspacepd.com) under the "Terms" link so that You may reference it at any time.

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