

## REFERRAL PROGRAM TERMS AND CONDITIONS

Welcome to the Teachers of Tomorrow referral program (the “**Referral Program**”), through which Teachers of Tomorrow offers its referral affiliates the opportunity to earn referral rewards for the successful referral of qualified new customers to Teachers of Tomorrow’s teacher training service (the “**Service**”) provided to its customers through the website and associated domains and sub-domains of [www.teachersoftomorrow.org](http://www.teachersoftomorrow.org) (the “**Teachers of Tomorrow Site**”).

These referral program terms and conditions (these “**Terms**”) are a legally binding agreement between you and Texas Teachers of Tomorrow, LLC, a limited liability company organized under the laws of Delaware (“**Teachers of Tomorrow**”) governing your participation in the Referral Program. Please read these Terms carefully and save a copy of them for your records. **THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING THE LIMITATIONS OF TEACHERS OF TOMORROW’S LIABILITY, YOUR INDEMNIFICATION OBLIGATIONS, THE LAW GOVERNING, AND DISPUTE RESOLUTION PROCEDURES RELATED TO THE REFERRAL PROGRAM.**

You and Teachers of Tomorrow agree as follows:

1. Your Rights and Our Obligations with Respect to the Referral Program are Expressly Conditioned on Your Acceptance of These Terms.

When you click “Register” to sign up for the Referral Program, or by accessing the Dashboard (defined below), you agree, as of such date (the “Effective Date”) on behalf of yourself and, if applicable, your organization, to be bound by these Terms and Teachers of Tomorrow’s Privacy Policy (as set forth on its website), and represent and warrant to Teachers of Tomorrow that you:

- have the power and authority to enter into these Terms on behalf of your organization, if applicable;
- are at least 18 years of age;
- are not named on any U.S. government list of persons or entities prohibited from receiving exports; and
- are not a resident of, or otherwise domiciled in, any countries set forth on the State Sponsored Terrorism List promulgated by the U.S. government.

### About the Program

As a member of the Referral Program, subject to these Terms, Teachers of Tomorrow will use commercially reasonable efforts to provide you access to a web interface dashboard (“Dashboard”) hosted by Referral Rock, Inc., a third-party technology provider engaged by Teachers of Tomorrow (or such subsequent administrator designated by Teachers of Tomorrow, the “Program Administrator”), to administer the Referral Program. Through the Program Administrator, you will be provided a hyperlink (“Custom Referral Link”) to Teachers of Tomorrow’s enrollment form that is “tagged” with a unique identifier associated with your account.

As described in more detail below, you can earn a reward when an individual (not a computer-generated user, such as a robot, spider, computer script or other automated, or artificial method with no individual person actually present) that is neither you or your affiliate, nor a current or former Teachers of Tomorrow customer or an affiliate thereof (any such individual or entity, a “Prospective Customer”), enrolls in the Service using your Custom Referral Link.

## **2. The First Step Towards Earning a Reward is Creating a Referral Account**

To join the Referral Program, you must create and maintain a referral account (“**Referral Account**”) with Teachers of Tomorrow or the Program Administrator so that we have the information and communication channels necessary for both parties to perform their obligations under these Terms. To create a Referral Account, you must provide the information requested at registration which may include:

- the first and last name of the individual creating the Referral Account;
- a valid email address, which the individual creating the Referral Account has the right to access and use;
- a valid address; and
- the name of your company, if applicable (collectively, and together with any other information you may provide us in creating your Referral Account, “Referral Account Information”).

By providing Referral Account Information, you acknowledge and agree that Teachers of Tomorrow may use such information to communicate with you about the Referral Program and Teachers of Tomorrow’s available offerings. Teachers of Tomorrow may send you commercial email messages that you may or may not have the ability to opt-out of.

When you provide us Referral Account Information, you represent and warrant that it is complete, true, current and accurate, and you agree that if a change occurs and such Referral Account Information is no longer complete, true, current or accurate, you will, promptly update your Referral Account Information to reflect such change.

## **3. You May Use the Custom Referral Link to Refer Prospective Customers to the Service**

Subject to these Terms, including, without limitation, Section 10, Teachers of Tomorrow hereby grants you a non-exclusive and revocable personal license during the Term, and solely for the purpose of facilitating the referral of Prospective Customers to the Service, to display, distribute and reproduce (but in no case modify) Teachers of Tomorrow’s trade names, trademarks, service marks, trade dress, logos, designs and other similar identifying materials (collectively, “**Teachers of Tomorrow IP**”), solely in the format provided to you through the Referral Dashboard, on website(s) owned or controlled by you (“**Your Sites**”), through social media and in emails and other written communications to Prospective Customers.

You shall not, at any time, challenge or assist others to challenge any Teachers of Tomorrow IP—except to the extent expressly required by applicable federal, state and local laws, rules, regulations, guidelines or ordinances (collectively, “**Laws**”)—or the registration thereof or attempt to register any copyrights, trademarks or service marks that are confusingly or substantially similar to those of Teachers of Tomorrow.

#### **4. Rewards are Only Paid for Customers that Enroll in the Service Through your Custom Referral Link**

You may earn a reward (as calculated and payable pursuant to these Terms, “**Reward**”), but only for Prospective Customers who, during the Term, use your Custom Referral Link, complete an application for Teachers of Tomorrow, complete all steps in their enrollment, qualify for the Teachers of Tomorrow program, and complete full payment of the enrollment fee for their program (such person, a “**Referred Customer**”).

#### **5. Program Administrator Determines Reward Eligibility, Without Regard to Your Referral Dashboard**

Teachers of Tomorrow relies entirely on Program Administrator’s determination of which, if any, unique identifier is associated with a Referred Customer, and is not obligated to independently investigate or confirm Program Administrator’s determination. If a Referred Customer uses more than one Custom Referral Link, generally the last Custom Referral Link used will determine who receives credit for such Referred Customer, such credit to be ultimately determined by the Program Administrator in its sole discretion. The referral dashboard provided to you by the Program Administrator (the “**Referral Dashboard**”) may display information relating to Services purchased by Referred Customers and may make certain Reward information available to you, such as how many of Prospective Customers visited the Teachers of Tomorrow Site, how many of those created an account, how many of those purchased Services, and anticipated Rewards. This information, if provided, is solely for your convenience.

Without limiting Section 15, Teachers of Tomorrow makes no representation or warranty that information provided in the Referral Dashboard is 100% accurate or that the number of Referred Customers associated with your Referral Account—as may be reflected in Teachers of Tomorrow’s internal records or on your Referral Dashboard—accurately reflects the number of Prospective Customers who have become Referred Customers using your Custom Referral Link.

#### **6. Calculating Rewards**

Subject to your compliance with these Terms, you are entitled to a Reward of \$50 for each Referred Customer who becomes a Referred Customer (by completing all steps listed in Section 5, including payment) through the end of the Term.

#### **7. Reward Payment Terms**

Rewards will be paid using e-gift cards (or such other manner as Teachers of Tomorrow determines) in U.S. dollars, and will be paid via e-mail (or such other manner as Teachers of Tomorrow determines) within 30 days after a Referred Customer completes all steps listed in Section 5, including payment.

You are solely responsible for calculating taxes on your income (if any) arising out of the payment of any Rewards and for remitting such taxes to any applicable authority.

#### **8. You Forfeit Your Right to Rewards if You Fail to Provide Necessary Information**

Without limiting the obligations to update Referral Account Information pursuant to Section 3, upon the request by Teachers of Tomorrow you must provide complete, true, current and accurate tax, payment and other information reasonably necessary for Teachers of Tomorrow to remit Reward payments to you ("**Payment Information**"). You are solely responsible for maintaining the accuracy and completeness of such Payment Information by promptly updating your Referral Account Information or otherwise informing Teachers of Tomorrow of any change therein. If you fail to provide Payment Information requested by Teachers of Tomorrow within a commercially reasonable time (which will in no event be deemed to exceed 30 days), Teachers of Tomorrow may, in addition to any other available rights or remedies, withhold payment of any or all Rewards until you provide such Payment Information.

If (i) upon the termination of the Referral Program, Teachers of Tomorrow is rightfully withholding any Rewards pursuant to this Section, (ii) any Rewards are returned due to incorrect Payment Information, or (iii) you fail to provide Payment Information necessary for Teachers of Tomorrow to remit any Rewards in compliance with applicable Laws, such Rewards are deemed forfeited and you hereby irrevocably waive any and all right, title, interest or claim you may have in or to such Rewards.

#### **9. Restrictions Apply to Your Use of Teachers of Tomorrow IP and Participation in the Referral Program**

You may not, nor permit or encourage any third party to:

- Display, reproduce or otherwise use any Teachers of Tomorrow IP on any website or in any email or other written communication that in Teachers of Tomorrow's sole discretion, in whole or part:
- promotes sexually explicit materials;
- promotes violence;
- promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- promotes illegal activities;
- promotes or incorporates any materials that infringe or assist others to infringe the intellectual property or proprietary rights of others;
- contains software downloads that potentially enable diversions of Rewards from other members in the Referral Program; or
- is otherwise, in any way, unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to Teachers of Tomorrow.

- Transmit any so-called “spyware,” “interstitials,” “parasiteware,” “parasitic marketing,” “shopping assistance application,” “toolbar installations and/or add-ons,” “shopping wallets” or “deceptive pop-ups and/or pop-under” to Prospective Customers in connection with their use of the Custom Referral Link.
- Create or design a website in a manner resembling the Teachers of Tomorrow Site, or design a website in a manner that leads Prospective Customers to believe you are Teachers of Tomorrow or an affiliated business of Teachers of Tomorrow.
- Misrepresent or embellish the relationship between you and Teachers of Tomorrow, or express or imply any relationship or affiliation between you or any other person or entity and Teachers of Tomorrow, except as expressly permitted by these Terms.
- Use Teachers of Tomorrow IP (or any misspellings, abbreviations, combinations or alterations thereof) in any domain or website name, bids for keywords or Google Adwords (or similar programs at other search engines), search engine advertising (paid or otherwise), metatags, search terms, or code.
- Send any email or other form of electronic message or advertisement containing Teachers of Tomorrow IP, the Teachers of Tomorrow Site or the Custom Referral Link to any recipient unless the recipient has directly consented to receive such communication from you or you have a pre-existing business relationship with the recipient.
- Make any representations, warranties or other statements concerning Teachers of Tomorrow, the Teachers of Tomorrow Site, the Service, or the Teachers of Tomorrow Site’s policies, except as expressly authorized by these Terms.
- Teachers of Tomorrow may, in addition to any other available rights or remedies, terminate these Terms immediately upon notice after determining, at Teachers of Tomorrow’s sole discretion, that you have breached any of the restrictions in this Section.

## **10. Responsibility for Your Sites**

You are solely responsible for the development, operation, and maintenance of Your Sites and for all materials that appear on Your Sites, and for all information disclosed by you to a Prospective Customer, including, without limitation: (i) the technical operation of Your Sites and all related equipment; (ii) ensuring the display of the Custom Referral Link on Your Sites does not violate any agreement between you and any third party (including without limitation any restrictions or requirements placed on you by a third party that hosts Your Sites); (iii) the accuracy and appropriateness of materials posted on Your Sites or otherwise disclosed to a Prospective Customer; (iv) ensuring materials posted on Your Sites or otherwise disclosed to a Prospective Customer do not violate or infringe upon the intellectual property or proprietary rights of any third party and are not libelous or otherwise illegal; (v) ensuring that each Custom Referral Link between Your Sites and the Teachers of Tomorrow Site properly utilizes the special “tagged” link format; and (vi) ensuring you accurately and adequately disclose, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including Teachers of Tomorrow) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors’ browsers. Without limiting Section 15, Teachers of Tomorrow hereby disclaims all liability for these matters and Teachers of Tomorrow will not be liable to you with respect to any failure by you to

properly maintain Your Sites, including to the extent that such failure results in a reduction of amounts that would otherwise be paid to you pursuant to these Terms.

#### **11. You Must Comply with Applicable Laws**

You must abide by and comply with all applicable Laws, including, without limitation the Federal Trade Commission Act, 16 CFR Part 255 (Guides Concerning Use of Endorsements and Testimonials in Advertising), the California Online Privacy Protection Act, the Children's Online Privacy Protection Act of 1998, the Data Protection Act 1998 and the CAN-SPAM Act of 2003.

Should any internet service provider or law enforcement agency notify Teachers of Tomorrow that you have engaged in transmission of unsolicited bulk e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service provider's terms of service, Teachers of Tomorrow reserves the right to cooperate in any investigation relating to your activities including, without limitation, disclosure of your information in connection therewith. Moreover, Teachers of Tomorrow may, in addition to any other available rights or remedies, terminate these Terms immediately upon notice after determining, at Teachers of Tomorrow's sole discretion, that you are not in compliance with any applicable federal, state and local laws, rules, regulations, guidelines and ordinances Teachers of Tomorrow deems relevant.

#### **12. Teachers of Tomorrow Reserves its Rights in its Intellectual Property**

Except as explicitly set forth in these Terms, no rights or licenses are granted in these Terms or your participation in the Referral Program by Teachers of Tomorrow.

Title to and ownership of the Service, the Teachers of Tomorrow IP, the Custom Referral Link and all related software and documentation, including, without limitation, derivative works, compilations, or collective works thereof, all feedback related thereto, and in each case all related intellectual property and proprietary rights therein, are and will remain the exclusive property of Teachers of Tomorrow and its licensors and (in the case of any such feedback) are hereby assigned to Teachers of Tomorrow.

#### **13. Term and Termination**

These Terms are effective as of the Effective Date and continue in effect until terminated by either party upon written notice to the other party hereto (the "Term").

The following provisions will survive any expiration or termination of these Terms: Sections 5–9 and 14–24.

#### **14. WARRANTY DISCLAIMER.**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TEACHERS OF TOMORROW MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND HEREUNDER AND TEACHERS OF TOMORROW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT AND TITLE, IN EACH CASE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TEACHERS OF TOMORROW DOES NOT WARRANT OR REPRESENT THAT ACCESS TO THE TEACHERS OF TOMORROW SITE OR THE REFERRAL DASHBOARD WILL BE ERROR FREE OR THAT YOUR PARTICIPATION IN THE REFERRAL PROGRAM WILL RESULT IN THE ACCRUAL OR PAYMENT OF ANY REWARDS.

#### **15. Limitation of Liability**

IN NO EVENT WILL TEACHERS OF TOMORROW BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING IN CONNECTION WITH THESE TERMS OR THE REFERRAL PROGRAM, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL TEACHERS OF TOMORROW'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS OR THE REFERRAL PROGRAM, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, INDEMNITY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO YOU BY TEACHERS OF TOMORROW UNDER THESE TERMS IN THE SIX (6) MONTHS PRECEDING THE APPLICABLE CLAIM.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

#### **16. Confidential Information**

Teachers of Tomorrow may disclose to you certain information that Teachers of Tomorrow considers to be confidential ("Confidential Information") as a result of your participation in the Referral Program. Confidential Information includes, without limitation, non-public website, business and financial information relating to Teachers of Tomorrow, customer and vendor lists relating to Teachers of Tomorrow, and any members of the Referral Program, other than you. Confidential Information also includes any information designated as confidential or that would be reasonably understood to be confidential from the nature of the information and circumstances surrounding its disclosure. You shall keep all Confidential Information strictly confidential and secret and shall not be not, nor permit or encourage any third party to, disclose any Confidential Information or utilize, directly or indirectly, any Confidential Information for any purpose other than in connection with your participation in the Referral Program, except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process.

#### **17. Teachers of Tomorrow is Not Responsible for Things it Cannot Control**

Teachers of Tomorrow is not responsible nor liable for any delays or failures in performance from any cause beyond Teachers of Tomorrow's control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers

(including the Program Administrator), riots, fires, earthquakes, floods, power outages, strikes, weather conditions or acts of hackers, internet service providers or any other third party, or your acts or omissions.

Without limiting the foregoing or Section 15, the Teachers of Tomorrow Site, the Referral Dashboard, your Custom Referral Link and the Referral Program generally rely on third party technology and services such as application programming interfaces and web hosting services. Any change to the products or services offered by any of these third-party providers may materially and adversely effect, or entirely disable, the use of or access to the Teachers of Tomorrow Site, the Referral Dashboard or your Custom Referral Link. Likewise, Teachers of Tomorrow cannot guarantee that any user data hosted on a third-party server will remain secure.

#### **18. These Terms Are Governed by the Laws of the State of Texas**

To the maximum extent permitted by law, these Terms, and all disputes or claims in connection with these Terms (whether arising in contract, tort or otherwise) are governed by the laws of the State of Texas and the United States of America, and the parties hereby consent to Harris County, Texas being the exclusive jurisdiction and venue of courts for all disputes or claims in connection with these Terms.

#### **19. Disputes Relating to the Service Will Be Resolved Through Binding Arbitration**

Any dispute arising out of or relating to the Referral Program or these Terms, or its subject matter, shall be resolved exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in Houston, Texas by a single arbitrator. The arbitrator will provide detailed written explanations to the parties to support his/her award and regardless of outcome, each party shall pay its own costs and expenses (including attorneys' fees) associated with the arbitration proceeding and fifty percent (50%) of the fees of the arbitrator and the AAA.

#### **20. Assigning These Terms**

You may not assign these Terms or any license set forth herein, in whole or in part, without Teachers of Tomorrow's prior written consent. Teachers of Tomorrow may assign these Terms (including, for the avoidance of doubt, any rights to your information Teachers of Tomorrow may have) upon written notice. In the event of any merger, acquisition, corporate reorganization, or sale of all or substantially all of Teachers of Tomorrow's assets, these Terms shall be automatically assigned to any successor to Teachers of Tomorrow pursuant to such transaction without notice, as determined by Teachers of Tomorrow. Any purported assignment in violation of this section shall be null and void. These Terms shall be binding on all permitted assignees.



## **21. No Disparagement; Non-Competition & Non-Solicitation**

You agree that you shall not, during the Term and for a period of 12 months thereafter:

- directly or indirectly, disparage Teachers of Tomorrow or any Teachers of Tomorrow IP;
- solicit or hire any employee or consultant of Teachers of Tomorrow to leave their employment or consulting relationship with Teachers of Tomorrow; or
- directly or indirectly, whether as owner, sole proprietor, partner, shareholder, director, member, consultant, agent, founder, co-venture partner or otherwise (a) do anything to divert or attempt to divert from Teachers of Tomorrow any business of any kind, including, without limitation, solicit or interfere with any of Teachers of Tomorrow's customers, clients, members or business partners, or (b) engage, invest or participate in any business that is similar to those which Teachers of Tomorrow has created or has under development during the Term.

## **22. Indemnification**

You shall defend, indemnify, and hold Teachers of Tomorrow, its affiliates, and any of their officers, directors, agents and employees harmless from and against any action, claim or suit brought against Teachers of Tomorrow or its affiliates, including any and all losses, damages, costs, and expenses (including reasonable attorneys' reward) arising from or out of: (i) any breach or alleged breach by you of any representation, warranty or other obligation of yours under this agreement; (ii) any alleged or actual violation by you of any Laws of any governmental authority or regulatory body having jurisdiction over Teachers of Tomorrow and the subject matter hereof; (iii) your negligence or willful misconduct, or that of your employees or agents; or (iv) your advertising, marketing or promotion of the Service.

## **23. Miscellaneous Terms**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Teachers of Tomorrow as a result of these Terms or your participation in the Referral Program. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, other than as provided herein.

These Terms, together with the Teachers of Tomorrow Privacy Policy, constitute the entire and fully integrated agreement between the parties regarding your participation in the Referral Program. Teachers of Tomorrow's failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms operate to the fullest extent permissible under applicable Laws. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.