

Master Subscription Agreement

IMPORTANT – PLEASE READ CAREFULLY – THIS MASTER SUBSCRIPTION AGREEMENT (THE “AGREEMENT”) CONSTITUTES A LEGALLY BINDING CONTRACT.

BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY OTHERWISE EXECUTING THIS AGREEMENT OR USING THE EDHUB SERVICES, YOU AGREE THAT YOU HAVE THE RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR SCHOOL DISTRICT OR OTHER ENTITY (“ORGANIZATION”), AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND ORGANIZATION TO THIS AGREEMENT.

IF ORGANIZATION DOES NOT AGREE TO THESE TERMS AND CONDITIONS, ORGANIZATION MAY NOT ACCESS OR OTHERWISE USE THE EDHUB SERVICES.

This Subscriber Agreement (the “AGREEMENT”) is between ORGANIZATION and The Curators of the University of Missouri, a public institution of higher education organized and existing under the laws of the State of Missouri (the “UNIVERSITY”), on behalf of the Heart of Missouri Regional Professional Development Center (“RPDC”) doing business as “EDHUB” at the UNIVERSITY (collectively “EDHUB”). Use of the EDHUB SERVICES signifies ORGANIZATION’S agreement to the terms and conditions of use set forth in this AGREEMENT.

Last revised April 2, 2014.

Article I. Definitions

Section 1.01 “CONTENT” means information, data, or material including, without limitation documents, spreadsheets, text, images, audiovisual media, designs, patterns, entries, web pages, reports, and similar material – regardless of whether in visual, written, audible, or electronic form.

Section 1.02 “EDHUB SERVICES” means the services performed using the EDHUB WEB SITE, any associated software, and other services related thereto provided to ORGANIZATION by EDHUB in accordance with this AGREEMENT, including but not limited to the use of the EDHUB WEB SITE to provide interactive on-line services in the field of education, training, evaluation, and professional development of educators. The EDHUB SERVICES includes use of the EDHUB LIBRARY, EDHUB JOURNAL, and EDHUB DASHBOARD by END USERS.

Section 1.03 “EDHUB LIBRARY” means the series, topics, modules, activities, tests, and quizzes available on the EDHUB WEB SITE, as well as social tools that permit an END USER to share the same, at END USER’S option, with other END USERS. The EDHUB LIBRARY may contain THIRD PARTY CONTENT.

Section 1.04 “EDHUB LIBRARY LOG” means the log of an END USER’S activity on the EDHUB LIBRARY. The EDHUB LIBRARY LOG of an ORGANIZATION END USER is always shared with SUPERVISORY END USERS of the ORGANIZATION.

Section 1.05 “EDHUB LIBRARY QUIZ RESULTS” means the results of any quizzes or tests conducted by an END USER using the EDHUB LIBRARY. The EDHUB LIBRARY QUIZ RESULTS of an ORGANIZATION END USER are always shared with SUPERVISORY END USERS of the ORGANIZATION.

Section 1.06 “EDHUB JOURNAL” means the record of an END USER’s thoughts, opinions, and experiences about use of the EDHUB LIBRARY, as well as social tools that permit the END USER to share the same, at END USER’s option, with other END USERS.

Section 1.07 “EDHUB DASHBOARD” means the information pertaining to an END USER’s subscription account, EDHUB LIBRARY LOG, quizzes, tests, and EDHUB LIBRARY QUIZ RESULTS, and recommendations for study topics or strategies. SUPERVISORY END USERS may view the EDHUB LIBRARY LOG and EDHUB LIBRARY QUIZ RESULTS of an ORGANIZATION END USER using the EDHUB DASHBOARD.

Section 1.08 “END USER” means an individual who is authorized to use the EDHUB SERVICES and has agreed to be bound by the END USER AGREEMENT (Exhibit A). An END USER may be affiliated with ORGANIZATION (i.e, and ORGANIZATION END USER) or unaffiliated with ORGANIZATION.

Section 1.09 “END USER GENERATED CONTENT” means all CONTENT uploaded to, transferred through, posted, processed, entered, collected by, collected on behalf of, or generated by an END USER via the EDHUB SERVICES. END USER GENERATED CONTENT may include, for example, lesson plans, lectures, comments on activities, and other reflective practices.

Section 1.10 “INTELLECTUAL PROPERTY” means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information, further including all ideas, inventions, original works of authorship, including, but not limited to, mask works, copyrights, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information, whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

Section 1.11 “ORGANIZATION” means a school, school district, school board, educational association, or other entity that activates the EDHUB SERVICES provided by EDHUB and assumes payment responsibility for the same vis-à-vis EDHUB. An ORGANIZATION has ORGANIZATION END USERS. However, and ORGANIZATION may or may not have SUPERVISORY END USERS.

Section 1.12 “ORGANIZATION CONTENT” means all CONTENT which is uploaded to, transferred through, posted, processed, entered, collected by, collected on behalf of, or generated using the EDHUB SERVICES and is owned or controlled by ORGANIZATION. For the avoidance of doubt, ORGANIZATION CONTENT shall include any CONTENT that is uploaded to, transferred through, posted, processed, entered, collected by, collected on behalf of, or generated using the EDHUB SERVICES by either: (1) SUPERVISORY END USERS or (2) ORGANIZATION END USERS who have (a) shared such CONTENT with an SUPERVISORY END USER and (b) in which ORGANIZATION asserts ownership of such CONTENT by notifying EDHUB in writing of such ownership assertion.

Section 1.13 “ORGANIZATION END USER” means an END USER who is authorized by an ORGANIZATION to use the EDHUB SERVICES, for whom a subscription to the EDHUB SERVICES has been purchased, and who has been supplied user identification and password by ORGANIZATION (or by EDHUB at ORGANIZATION’s request). ORGANIZATION END USERS are limited to ORGANIZATION’s employees (e.g., teachers, principals, superintendents) and individuals who are contractually obligated to ORGANIZATION (e.g., consultants, contractors).

Section 1.14 “ORGANIZATION END USER GENERATED CONTENT” means END USER GENERATED CONTENT generated by an ORGANIZATION END USER.

Section 1.15 “SUPERVISORY END USER” means an ORGANIZATION END USER who is authorized to use the EDHUB SERVICES to view and interact with certain ORGANIZATION END USERS supervised by the SUPERVISORY END USER as designated by ORGANIZATION. A SUPERVISORY END USER is typically a principal, superintendent, or other administrative official of ORGANIZATION.

Section 1.16 “THIRD PARTY CONTENT” means any CONTENT owned or controlled by third parties that is displayed, included, or made available using the EDHUB SERVICES. THIRD PARTY CONTENT may be either (1) internally accessible using the EDHUB SERVICES or (2) externally accessible, for example, by providing a link to the THIRD PARTY CONTENT.

Section 1.17 “WEB SITE” means the website at <http://theedhub.org/edu> and any associated software, including any new releases, modifications, updates, improvements or enhancements to the web site. The WEB SITE includes all computer code, graphics, user interfaces, page headers, images, footers, links, illustrations, graphics, animations, video clip, multimedia clips, text and audiovisual content used to provide the WEB SITE.

Article II. Grant of License and Provision of EDHUB Services

Section 2.01 License to Organization and Organization End Users. For the fee set forth in the attached EDHUB Subscription Fee Schedule (Exhibit B) and otherwise subject to the terms and conditions of this AGREEMENT, EDHUB hereby grants to ORGANIZATION and its ORGANIZATION END USERS a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the EDHUB SERVICES for the non-commercial education, training,

evaluation, and professional development of educators for ORGANIZATION's internal purposes. Continuing access to the EDHUB SERVICES is allowed only to those ORGANIZATIONS and their individual ORGANIZATION END USERS who comply with the terms of this AGREEMENT.

Section 2.02 License to EDHUB. ORGANIZATION hereby grants to EDHUB a perpetual, irrevocable, worldwide, royalty-free, sublicensable, transferable, non-exclusive license to:

- (a) use, reproduce, display, adapt, modify, create derivative works of, translate, publish, share, communicate, publicly perform, publicly display, and distribute ORGANIZATION CONTENT in connection with the performance of the EDHUB SERVICES; and
- (b) use, reproduce, publish, publicly display, and distribute any aggregated anonymized ORGANIZATION CONTENT for reporting, research, academic, or educational purposes, provided that the same: (a) does not contain any personally identifying information; and (b) does not identify ORGANIZATION or any particular ORGANIZATION END USER in anyway.

Section 2.03 License to EDHUB. ORGANIZATION shall cause each ORGANIZATION END USER to grant to EDHUB a perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable non-exclusive license to:

- (a) use, reproduce, display, adapt, modify, create derivative works of, translate, publish, share, communicate, publicly perform, publicly display, and distribute any ORGANIZATION END USER GENERATED CONTENT in connection with the performance of the EDHUB SERVICES;
- (b) use, reproduce, publish, publicly display, and distribute any aggregated and anonymized ORGANIZATION END USER GENERATED CONTENT for reporting, research, academic, or educational purposes, provided that the same: (a) does not contain any personally identifying information of any ORGANIZATION END USER; and (b) does not identify ORGANIZATION in any way.

Article III. End Users

Section 3.01 End User Agreement. ORGANIZATION understands and agrees that in order to gain access to and use the EDHUB SERVICES all ORGANIZATION END USERS must create an account with EDHUB and comply with EDHUB's End User Agreement (Exhibit A). EDHUB will grant access to the EDHUB SERVICES under this AGREEMENT only to those ORGANIZATION END USERS who agree to the attached End User Agreement (Exhibit A). Access to the EDHUB SERVICES is allowed via secure user identification and password. Unless otherwise agreed in writing, ORGANIZATION's right to use the EDHUB SERVICES or to designate ORGANIZATION END USERS is not transferable such that it is a material breach of this AGREEMENT for ORGANIZATION (or its ORGANIZATION END USERS) to allow unauthorized access to the system.

Section 3.02 Supervisory End Users. ORGANIZATION is solely responsible for designating an END USER as (1) an ORGANIZATION END USER and/or (2) a SUPERVISORY END USER.

Section 3.03 Security. ORGANIZATION is responsible for ensuring that all ORGANIZATION END USERS maintain security by safeguarding passwords.

Article IV. Payments

Section 4.01 Subscription Fees. In exchange for the license granted in Section 2.01, ORGANIZATION shall pay to EDHUB the fees set forth in the EDHUB Subscription Fee Schedule (Exhibit B) at the times and in the manner set forth in the “Payment Terms”.

Section 4.02 Maximum Users. If a maximum number of annual ORGANIZATION END USERS is specified in the EDHUB Subscription Fees, then the EDHUB Subscription Fees specified apply to that number of users. If ORGANIZATION exceeds the maximum number of annual ORGANIZATION END USERS during any billing cycle, then ORGANIZATION will pay additional fees as specified in the EDHUB Subscription Fees.

Section 4.03 Modification to Fees. EDHUB has the right to change any or all EDHUB Subscription Fees by sending notice any such modification in accordance with Section 11.08.

Section 4.04 Taxes. ORGANIZATION shall be solely responsible for any personal property taxes, value added taxes, local licensing fees or local taxes resulting from this AGREEMENT or in connection with the delivery of the EDHUB SERVICES under this AGREEMENT. Unless otherwise required by applicable laws governing the activities of ORGANIZATION pursuant to this AGREEMENT, ORGANIZATION shall collect, withhold or otherwise pay all taxes, charges and financial assessments charged by and due and payable to any local, regional, or national government in the country where ORGANIZATION is located.

Article V. Organization Responsibilities

Section 5.01 Representations and Warranties. ORGANIZATION represents and warrants that ORGANIZATION:

- (a) has the authority and capacity to enter into this AGREEMENT and to carry out and perform its obligations as set forth herein;
- (b) shall be solely responsible for ensuring that its access and/or use of the EDHUB SERVICES by its ORGANIZATION END USERS does not violate any laws to which ORGANIZATION is subject or violate or infringe the rights of any third party, including without limitation those involving spamming, privacy, obscenity, or defamation, copyright, trademark, child protective email address registry, and export control;
- (c) shall not remove any proprietary notices or labels on any THIRD PARTY CONTENT or the WEB SITE;
- (d) shall be solely responsible for all ORGANIZATION CONTENT and all ORGANIZATION END USER GENERATED CONTENT;
- (e) shall be solely responsible for the accuracy, quality, integrity and legality of all ORGANIZATION CONTENT and ORGANIZATION END USER GENERATED CONTENT and of the means of acquisition of the ORGANIZATION CONTENT

- and ORGANIZATION END USER GENERATED CONTENT;
- (f) shall provide to EDHUB such information and data as is reasonably necessary to enable EDHUB to perform its obligations under this AGREEMENT;
 - (g) shall use commercially reasonable efforts to prevent unauthorized access to or use of the EDHUB SERVICES, and notify EDHUB promptly of any such unauthorized access or use;
 - (h) shall not use the EDHUB SERVICES to store or transmit any unlawful, hateful, infringing, harmful, threatening, abusive, harassing, offensive, libelous, defamatory, slanderous, immoral, pornographic, indecent, obscene, fraudulent, discriminatory, or objectionable or unacceptable material;
 - (i) shall not use the EDHUB SERVICES to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
 - (j) shall not interfere with or disrupt the integrity or performance of the EDHUB SERVICES or THIRD PARTY CONTENT contained therein;
 - (k) shall not attempt to gain unauthorized access to the EDHUB SERVICES or their related systems or networks, including any access to the WEB SITE code;
 - (l) shall not, except as expressly permitted in this AGREEMENT, permit any third party to access the WEB SITE by anyone beyond those authorized ORGANIZATION END USERS;
 - (m) shall not copy, distribute, reproduce, publish, license, create derivative works based on, transfer, rent lease, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any or a portion of the WEB SITE;
 - (n) shall not advertise or solicit funds for goods or services; and
 - (o) shall not, except for ORGANIZATION's own internal non-commercial use, copy, frame, or mirror any part or content of the WEB SITE.

Section 5.02 EDHUB Rights. ORGANIZATION is solely responsible for the ORGANIZATION CONTENT as part of the EDHUB SERVICES. EDHUB the right to monitor the ORGANIZATION CONTENT but shall have no obligation to do so. If EDHUB, in its sole discretion, deems any ORGANIZATION CONTENT or ORGANIZATION END USER GENERATED CONTENT to be unlawful, hateful, infringing, harmful, threatening, abusive, harassing, offensive, libelous, defamatory, slanderous, immoral, pornographic, indecent, obscene, fraudulent, discriminatory, or objectionable or unacceptable material, EDHUB has the right, but not the obligation, to remove or deny access to such ORGANIZATION CONTENT or ORGANIZATION END USER GENERATED CONTENT. ORGANIZATION agrees that EDHUB shall not be liable to ORGANIZATION for any action taken by EDHUB to remove or restrict access to such ORGANIZATION CONTENT or ORGANIZATION END USER GENERATED CONTENT, nor for any action taken to restrict access to any ORGANIZATION CONTENT or ORGANIZATION END USER GENERATED CONTENT posted in violation of any law, regulation or rights of a third party. EDHUB reserves the right to take all reasonable actions to remove or restrict access to any such ORGANIZATION CONTENT or ORGANIZATION END USER GENERATED CONTENT, including restriction, suspension or termination of ORGANIZATION's access to EDHUB SERVICES and/or deletion of ORGANIZATION CONTENT or ORGANIZATION END USER GENERATED CONTENT in question.

Article VI. Proprietary Rights and Organization Content

Section 6.01 University Ownership of Web Site. EDHUB shall own all right, title, and interest to the WEB SITE. All INTELLECTUAL PROPERTY rights in the WEB SITE are and will be, as between EDHUB and ORGANIZATION, the property of EDHUB. All rights in the WEB SITE not expressly granted in this AGREEMENT are reserved by EDHUB.

Section 6.02 Disclaimer of Third Party Content. EDHUB makes no representations or warranties, and expressly disclaims all implied warranties and conditions with respect to all THIRD PARTY CONTENT, and will not be liable to ORGANIZATION or any ORGANIZATION END USER for any damage, cost, loss, expense or liability suffered or incurred by ORGANIZATION as a result of its use or inability to use any THIRD PARTY CONTENT.

Section 6.03 Access to Third Party Content. WEB SITE features and functionality that interoperate with THIRD PARTY CONTENT are entirely dependent upon the continuing availability of such THIRD PARTY CONTENT and any INTELLECTUAL PROPERTY related thereto. If a third party ceases to make available any such THIRD PARTY CONTENT on which any aspect of the WEB SITE depends, then EDHUB may alter or cease providing such features or functionality without prior notice to ORGANIZATION or any ORGANIZATION END USER. Similarly, EDHUB will alter or cease providing features or functionality if required to do so by applicable laws. In each case, if such alteration or cessation is not acceptable to ORGANIZATION, then ORGANIZATION'S sole and exclusive remedy is to terminate the AGREEMENT and to receive a pro-rata refund of any pre-paid fees under the EDHUB Subscription Fee Schedule (Exhibit B) with respect to the period after the effective date of termination. In addition, THIRD PARTY CONTENT that may be accessed from, displayed on, or linked to from the WEB SITE are not available in all languages or in all countries or regions. EDHUB makes no representation that the WEB SITE or such THIRD PARTY CONTENT is appropriate or available for use in any particular location. To the extent that any ORGANIZATION END USER chooses to use or access the WEB SITE and/or THIRD PARTY CONTENT, each ORGANIZATION END USER does so as his/her own initiative and shall be solely responsible for compliance with any applicable laws, including but not limited to applicable local laws. EDHUB reserves the right to change, suspend, remove, or disable access to any THIRD PARTY CONTENT at any time without notice. In no event will EDHUB be liable for the removal of or disabling of access to any such THIRD PARTY CONTENT. EDHUB may also impose limits on the use of or access to certain THIRD PARTY CONTENT, in any case and without notice or liability.

Section 6.04 Organization Content. All ORGANIZATION CONTENT is and will be, as between EDHUB and ORGANIZATION, the property of ORGANIZATION. The ORGANIZATION CONTENT is licensed to EDHUB in accordance with Section 2.02.

Section 6.05 Organization End User Generated Content. All ORGANIZATION END USER GENERATED CONTENT generated by an ORGANIZATION END USER is and will be, as between EDHUB and the ORGANIZATION END USER, the property of the END USER.

Section 6.06 Feedback. EDHUB has and will have a worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the WEB SITE, without any obligation to compensate ORGANIZATION in any way, any comments, suggestions, enhancement requests, recommendations or other feedback provided by ORGANIZATION, its ORGANIZATION END USERS, and any other ORGANIZATION employees or agents relating to the WEB SITE.

Article VII. Confidential Information

Section 7.01 Sunshine Law. ORGANIZATION acknowledge that the UNIVERSITY is subject to the Missouri Sunshine Act, 610 RSMo. All ORGANIZATION END USER GENERATED CONTENT and ORGANIZATION CONTENT shall be owned by the ORGANIZATION END USER and/or ORGANIZATION as applicable and to the extent permitted by law, shall be deemed to constitute “individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment” of ORGANIZATION under RSMo 610.021(13).

Section 7.02 Confidentiality.

- (a) ORGANIZATION understands and acknowledges that ORGANIZATION CONTENT and the ORGANIZATION END USER GENERATED CONTENT is not confidential as between ORGANIZATION and EDHUB. ORGANIZATION represents and warrants that it is legally authorized to provide any ORGANIZATION CONTENT and any into the WEB SITE. ORGANIZATION represents and warrants that it has gained any and all necessary releases and authorizations pertaining to the ORGANIZATION CONTENT entered into the WEB SITE, including but not limited to parental releases for student information and/or images.
- (b) In accordance with the license granted in Section 2.02(b) and Section 2.03(b), for all ORGANIZATION CONTENT and ORGANIZATION END USER GENERATED CONTENT used for reporting and research purposes, including any academic publications, EDHUB shall use reasonable efforts to remove any individually identifying information in the ORGANIZATION CONTENT and ORGANIZATION END USER GENERATED CONTENT. ORGANIZATION acknowledges that with respect to the ORGANIZATION CONTENT and the ORGANIZATION END USER GENERATED CONTENT there is no confidential, fiduciary, contractually implied or other relationship is created between ORGANIZATION and the UNIVERSITY or between the ORGANIZATION END USER and the UNIVERSITY.
- (c) ORGANIZATION understands and agrees that EDHUB may keep the ORGANIZATION CONTENT and ORGANIZATION END USER GENERATED CONTENT indefinitely and may also disclose the same to third parties, without notice to ORGANIZATION or the ORGANIZATION END USER if required by law or in the good faith belief that such disclosure is reasonably necessary to (a) enforce or comply with this AGREEMENT or (b) respond to claims that the ORGANIZATION CONTENT or ORGANIZATION END USER CONTENT violates the rights of any third party.

- (d) EDHUB, or through its independent contractors, will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of ORGANIZATION CONTENT and ORGANIZATION END USER GENERATED CONTENT. Notwithstanding the implementation of such measures, ORGANIZATION acknowledges that it is impossible to maintain flawless security in networks connected to the Internet, and expressly agrees that any such security breach will not be deemed a breach of EDHUB's obligations under the AGREEMENT.

Article VIII. Disclaimer of Warranties

Section 8.01 No Editorial Control. ORGANIZATION acknowledges that EDHUB exercises no editorial control over ORGANIZATION CONTENT or the ORGANIZATION END USER GENERATED CONTENT. The views and opinions expressed in such information do not necessarily reflect those of EDHUB. EDHUB makes no warranties or representations regarding the accuracy, adequacy, truthfulness, completeness, or usefulness of such information.

Section 8.02 No Warranty. Notwithstanding anything else contained in the AGREEMENT, EDHUB does not represent or warrant that:

- (a) the features or functionality contained in the WEB SITE will meet the requirements of ORGANIZATION or any of its ORGANIZATION END USERS;
- (b) that any particular results can or will be achieved from the use of the EDHUB SERVICES;
- (c) the suitability of any educational, training, evaluation, or professional development programs, including those in any THIRD PARTY CONTENT, offered or made available by ORGANIZATION to its ORGANIZATION END USERS or members of the public; or
- (d) the operation or availability of the WEB SITE will be uninterrupted or error-free;
- (e) any requirements of any civil or governmental authority to which ORGANIZATION is subject.

Section 8.03 No Warranty. THE EDHUB SERVICES AND WEB SITE (INCLUDING ANY THIRD PARTY CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR WARRANTIES OF NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE UNIVERSITY MAKES NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE EDHUB SERVICES OR WEB SITE, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OR ERROR IN THE EDHUB SERVICES OR WEB SITE UNDER ANY CIRCUMSTANCES.

Article IX. Limitations of Liabilities and Remedies, and Indemnities

Section 9.01 Limitation of Liabilities. IN NO EVENT SHALL UNIVERSITY ITS CURRENT OR FORMER CURATORS, OFFICERS, EMPLOYEES, AND AFFILIATES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL OR

CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, OR IN TORT (INCLUDING NEGLIGENCE OR OTHERWISE), AND INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, ATTORNEYS' AND EXPERTS' FEES, REGARDLESS OF WHETHER UNIVERSITY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY, INCLUDING BUT NOT LIMITED TO ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE INSTALLATION, IMPLEMENTATION, CUSTOMIZATION, USE, INABILITY TO USE, OPERATION OR SUPPORT OF THE WEB SITE.

Section 9.02 Remedies: Aggregate Liability. In no event will the total aggregate liability of EDHUB to ORGANIZATION for any and all claims relating to the AGREEMENT, based upon any legal theory, including but not limited to breach of warranty, breach of contract (including fundamental breach), negligence, other tort claims or strict liability exceed the EDHUB Subscription Fees (Exhibit B) paid by ORGANIZATION in the 90-day period preceding the date of the claim by ORGANIZATION. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Section 9.03 Indemnity. ORGANIZATION will defend, indemnify, and hold harmless the UNIVERSITY, its current or former, curators, officers, employees, and affiliates from any and all claims, actions or demands, including, without limitation, reasonable legal fees, accounting fees, and expert fees, arising out of, related to, or in conjunction with (a) the use of the EDHUB SERVICES by ORGANIZATION, its ORGANIZATION END USERS, directors, officers, employees or others under its control of ORGANIZATION; (b) any breach of any term, condition, obligation, covenant, representation, or warranty by ORGANIZATION or its ORGANIZATION END USERS, (c) any breach of any term, condition, obligation, covenant, representation, or warranty of the End User License Agreement by an ORGANIZATION END USERS, (d) any violation of any law or regulation by ORGANIZATION or its ORGANIZATION END USERS, (e) the infringement, misappropriation or violation by ORGANIZATION or its ORGANIZATION END USERS of any patent, copyright, trademark, trade secret or other proprietary or privacy right of a third party; or (e) the exercise or any rights granted to ORGANIZATION under this AGREEMENT.

Article X. Term and Termination

Section 10.01 Term. This AGREEMENT shall have an initial subscription term of twelve (12) consecutive months commencing on the EFFECTIVE DATE. After the initial subscription term, ORGANIZATION's subscription shall renew for successive twelve (12) month periods, unless either party notifies the other of its intention to terminate the AGREEMENT. Such notice must be submitted in writing at least sixty (60) days before the end of the initial subscription or of any renewal period.

Section 10.02 EDHUB's Right to Terminate. EDHUB may, in its sole discretion, immediately terminate the AGREEMENT, suspend ORGANIZATION's ability to access the WEB SITE (in whole or in part), or suspend the delivery of the EDHUB SERVICES without notice if:

- (a) ORGANIZATION or its ORGANIZATION END USER commits a breach of the terms of the AGREEMENT or any other agreement between ORGANIZATION and EDHUB (including the failure to pay any EDHUB Subscription Fees when due for reasons other than relating to a reasonable and good faith dispute), and such breach has not been rectified within twenty (20) days of receipt of notice by ORGANIZATION requiring that ORGANIZATION remedy such breach;
- (b) ORGANIZATION is insolvent, becomes subject to proceedings concerning its bankruptcy, receivership, insolvency or the like, or if a receiver is appointed for all or substantially all of ORGANIZATION's assets.

Section 10.03 No Waiver. Notwithstanding termination of the AGREEMENT for any reason, such termination will not relieve either party from any obligation or liability that has accrued under the AGREEMENT to the date thereof, or from the performance of its obligations under the AGREEMENT to the date thereof.

Section 10.04 Survival. All provisions of this AGREEMENT that would reasonably be expected to survive the termination or expiration of this AGREEMENT shall do so, including Section 2.02 (License to EDHUB), Section 2.03 (License to EDHUB), Article IV (Payments), Section 6.01 (University Ownership of Web Site), Section 6.02 (Disclaimer of Third Party Content), Section 6.03 (Use of Third Party Content), Section 6.06 (Feedback), Section 7.01 (Sunshine Law), Section 7.02 (Confidentiality), Article VIII (Disclaimer of Warranties); Article IX (Limitation of Liabilities, Remedies, and Indemnities), Article X (Term and Termination) and Article XI (Miscellaneous).

Section 10.05 Organization Content Portability. Upon a written request made within thirty (30) days after the effective date of termination or expiration of this AGREEMENT, EDHUB will make the ORGANIZATION CONTENT available to ORGANIZATION for export or download. After that thirty (30)-day period, EDHUB will have no obligation to maintain or provide any ORGANIZATION CONTENT to ORGANIZATION.

Article XI. Miscellaneous

Section 11.01 Headings. The headings of the paragraphs of this AGREEMENT are inserted for convenience only and shall not constitute a part hereof.

Section 11.02 Polls/Feedback. EDHUB, may, from time to time (but no more than quarterly), conduct polls of END USERS to ascertain and measure the use and enjoyment of the EDHUB SERVICES by END USERS. ORGANIZATION agrees to encourage its ORGANIZATION END USERS to cooperate with EDHUB by providing the information requested by EDHUB in order for EDHUB to improve and expand the EDHUB SERVICES for the benefit of END USERS.

Section 11.03 Publicity. ORGANIZATION agrees that EDHUB will have the right to use the name and logo of ORGANIZATION in its ORGANIZATION-related promotional materials (including, without limitation, on any web sites owned or controlled by EDHUB), and to indicate that ORGANIZATION is a subscriber of EDHUB. EDHUB will seek ORGANIZATION's prior written consent for any other promotional uses of ORGANIZATION's name and logo, such

consent not to be unreasonably withheld or delayed.

Section 11.04 Trademarks. EDHUB is a trademark and/or trade name of The Curators of the University of Missouri. All other company names, brand names, trade-marks and logos are the property of their respective owners. Nothing contained on the WEB SITE or this AGREEMENT will be construed as granting any license or right to use any trademarks (whether by implication or otherwise), including the EDHUB, except with the express written permission of EDHUB or such other party that may be the owner thereof.

Section 11.05 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this AGREEMENT resulting from any cause beyond its reasonable control, including but not limited to fires, explosions, earthquakes, floods, strikes, work stoppages or slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, delays by carriers, suppliers or materials shortages, and interruption or failure of telecommunication of digital transmission links or internet slowdowns or failures. Notwithstanding the foregoing, each party acknowledges and agrees that the foregoing does not operate so as to excuse it from prompt payment of any and all sums due by it to the other in accordance with terms and conditions of this AGREEMENT.

Section 11.06 Choice of Law and Venue. This AGREEMENT shall be construed, interpreted, and applied in accordance with the laws of the State of Missouri. Any action to enforce the provisions of the AGREEMENT shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. ORGANIZATION irrevocably submits to the jurisdiction of such courts in any such action or proceeding. ORGANIZATION further irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in any court that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 11.07 Sovereign Immunity. ORGANIZATION agrees that nothing in this AGREEMENT is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to the UNIVERSITY under governmental or sovereign immunity laws from time to time applicable to the UNIVERSITY.

Section 11.08 Notices. Any notice permitted or required under the AGREEMENT must be in writing. Any such notice will be deemed delivered: (a) on the day of delivery in person; (b) one day after deposit with an overnight courier, fully prepaid; (c) on the date sent by facsimile transmission; or (d) on the date sent by e-mail, if confirmed by first-class mail, properly posted, or by facsimile transmission; to the address set forth on the first cover page of the AGREEMENT or at such other reasonable address or fax number at which personal delivery may be effected of which a party may from time to time advise.

Section 11.09 No waiver. Neither party's failure to enforce strict performance of any provision of the AGREEMENT will be construed as a waiver of any provision or right.

Section 11.10 Independent Contractors. The parties are independent contractors. The AGREEMENT does not create a partnership, joint venture, agency, franchise, and fiduciary or employment relationship between the parties.

Section 11.11 Assignment. This AGREEMENT is binding upon and shall inure to the benefit of UNIVERSITY, its successors and assigns. EDHUB may assign the AGREEMENT in connection with a merger or sale of substantially all the assets of EDHUB as a business-like unit within the UNIVERSITY. This AGREEMENT shall not be transferred or assigned, in whole or in part, by ORGANIZATION without the prior written consent of EDHUB, and any attempted transfer or assignment without such consent shall be void.

Section 11.12 Third Party Contractors. EDHUB will have the right to engage the services of third party contractors to perform any EDHUB SERVICES on its behalf without the prior consent of ORGANIZATION.

Section 11.13 Further Assurances. EDHUB and ORGANIZATION, from time to time, promptly and duly execute and deliver all documents and take such action as may be necessary or desirable in order to effectively carry out the intent and purposes of the AGREEMENT, to protect the interests of the parties and to establish, protect and perfect the rights, remedies and interests granted or intended to be granted under the AGREEMENT.

Section 11.14 No reliance. ORGANIZATION hereby acknowledges and agrees that in entering into the AGREEMENT it has not relied on any warranty, representation or undertaking except as expressly set out in the AGREEMENT.

Section 11.15 Injunctive Relief. ORGANIZATION acknowledges that EDHUB will be irreparably harmed by any breach of this AGREEMENT by the unauthorized use of the EDHUB SERVICES and, further, that monetary damages may not be a sufficient remedy for such harm. ORGANIZATION agrees that EDHUB 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 ORGANIZATION or by ORGANIZATION's unauthorized use of the EDHUB SERVICES.

Section 11.16 Severability. If any term or provision of this AGREEMENT shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this AGREEMENT, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Section 11.17 Headings. The headings of the paragraphs of this AGREEMENT are inserted for convenience only and shall not constitute a part hereof.

Section 11.18 No Offset. ORGANIZATION will have no right to set-off or deduct any amount from any EDHUB Subscription Fees owing to EDHUB under the AGREEMENT.

Section 11.19 Entire Agreement. The AGREEMENT, including all Exhibits thereto, together with the other documents incorporated into the AGREEMENT by reference, constitutes the entire agreement between the parties with regard to the matters dealt with in the AGREEMENT, and supersedes all prior representation, negotiations, understandings and agreements, oral or written, between the parties, with respect thereto.

Exhibit A

End User Agreement -- EDHUB

IMPORTANT – PLEASE READ CAREFULLY – THIS END USER AGREEMENT (“EUA”) CONSTITUTES A LEGALLY BINDING CONTRACT.

BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY OTHERWISE EXECUTING THIS EUA OR USING THE EDHUB SERVICES, YOU AGREE TO THE TERMS, CONDITIONS, OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES IN THIS EUA.

This EUA is between YOU as an end user of the EDHUB SERVICES and The Curators of the University of Missouri, a public institution of higher education organized and existing under the laws of the State of Missouri (the “UNIVERSITY”), on behalf of the Heart of Missouri Regional Professional Development Center (“RPDC”) doing business as “EDHUB” at the UNIVERSITY (collectively “EDHUB”). Use of the EDHUB SERVICES signifies that YOU agree to be bound by this EUA.

Last revised April 2, 2014.

Article I. Definitions

Section 1.01 “CONTENT” means information, data, or material including, without limitation documents, spreadsheets, text, images, audiovisual media, designs, patterns, entries, web pages, reports, and similar material – regardless of whether in visual, written, audible, or electronic form.

Section 1.02 “CREDENTIALS” means the user ID you provide (email address) and password that YOU will create to access the EDHUB SERVICES.

Section 1.03 “EDHUB SERVICES” means the services performed using the EDHUB WEB SITE, any associated software, and other services related thereto provided to YOU by EDHUB in accordance with this EUA and the MASTER SUBSCRIPTION AGREEMENT, including but not limited to the use of the EDHUB WEB SITE to provide interactive on-line services in the field of education, training, evaluation, and professional development of educators. The EDHUB SERVICES includes use of the EDHUB LIBRARY, EDHUB JOURNAL, and EDHUB DASHBOARD.

Section 1.04 “EDHUB LIBRARY” means the series, topics, modules, activities, tests, and quizzes available on the EDHUB WEB SITE, as well as social tools that permit YOU to share the same with other end users. The EDHUB LIBRARY may contain THIRD PARTY CONTENT.

Section 1.05 “EDHUB LIBRARY LOG” means the log of YOUR activity on the EDHUB

LIBRARY. The EDHUB LIBRARY LOG is always shared with SUPERVISORY END USERS of your ORGANIZATION.

Section 1.06 “EDHUB LIBRARY QUIZ RESULTS” means the results of any quizzes or tests conducted by YOU using the EDHUB LIBRARY. The EDHUB LIBRARY QUIZ RESULTS is always shared with SUPERVISORY END USERS of your ORGANIZATION.

Section 1.07 “EDHUB JOURNAL” means the record or your thoughts, opinions, and experiences about use of the EDHUB LIBRARY, as well as social tools that permit YOU to share the same, at your option, with other end users.

Section 1.08 “EDHUB DASHBOARD” means the information pertaining to an END USER’s subscription account, EDHUB LIBRARY LOG, quizzes, tests, and EDHUB LIBRARY QUIZ RESULTS, and recommendations for study topics or strategies. SUPERVISORY END USERS of your ORGANIZATION may view the EDHUB LIBRARY LOG and EDHUB LIBRARY QUIZ RESULTS using the EDHUB DASHBOARD.

Section 1.09 INTELLECTUAL PROPERTY” means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information, further including all ideas, inventions, original works of authorship, including, but not limited to, mask works, copyrights, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information, whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

Section 1.10 “ORGANIZATION” means a school, school district, school board, educational association, or other entity that activates the EDHUB SERVICES provided by EDHUB and assumes payment responsibility for YOU through the MASTER SUBSCRIPTION AGREEMENT.

Section 1.11 “ORGANIZATION CONTENT” means all CONTENT which is uploaded to, transferred through, posted, processed, entered, collected by , collected on behalf of, or generated using the EDHUB SERVICES and is owned or controlled by ORGANIZATION. For the avoidance of doubt, ORGANIZATION CONTENT shall include any CONTENT that is uploaded to, transferred through, posted, processed, entered, collected by, collected on behalf of, or generated using the EDHUB SERVICES by either: (1) SUPERVISORY END USERS or (2) YOU if you have (a) shared such CONTENT with the SUPERVISORY END USER; and (2) in which ORGANIZATION asserts ownership of such CONTENT by notifying EDHUB in writing of such ownership assertion.

Section 1.12 “SUPERVISORY END USER” means an end user who is authorized to use the EDHUB SERVICES to view and interact with YOU as designated by ORGANIZATION. A SUPERVISORY END USER is typically a principal, superintendent, or other administrative official of ORGANIZATION.

Section 1.13 “THIRD PARTY CONTENT” means any CONTENT owned or controlled by third parties that is displayed, included, or made available using the EDHUB SERVICES. THIRD PARTY CONTENT may be either (1) internally accessible using the EDHUB SERVICES or (2) externally accessible, for example, by providing a link to the THIRD PARTY CONTENT.

Section 1.14 “WEB SITE” means the web site at <http://theedhub.org/edu> and any associated software, including any new releases, modifications, updates, improvements or enhancements to the web site. The WEB SITE includes all computer code, graphics, user interfaces, page headers, images, footers, links, illustrations, graphics, animations, video clip, multimedia clips, text and audiovisual content used to provide the WEB SITE.

Section 1.15 “YOUR CONTENT” means all CONTENT uploaded to, transferred through, posted, processed, entered, collected by, collected on behalf of, or generated by YOU via the EDHUB SERVICES. YOUR CONTENT may include, for example, lesson plans, lectures, comments on activities, and other reflective practices.

Article II. Operator and Provider

The WEB SITE and all the EDHUB SERVICES are provided by EDHUB. EDHUB can be contacted at 2 London Hall, University of Missouri, Columbia, MO 65211. Questions about the WEB SITE, or regarding your rights and responsibilities under this EUA, can be directed to info@theedhub.org.

Article III. Modifications and Updates to This EUA and Conditions

EDHUB reserves the right to unilaterally update or modify (collectively “CHANGE”) this EUA at any time and from time to time. EDHUB will notify YOU of any CHANGES to this EUA by posting notice of such CHANGES on the WEB SITE. YOU agree that EDHUB has this right, and that your continued use of the WEB SITE or other use or receipt of EDHUB SERVICES following notice of such CHANGE means that YOU agree to and accept CHANGE. If YOU do not agree, YOU must immediately stop using the WEB SITE and the EDHUB SERVICES, and notify EDHUB that YOU are terminating this EUA.

Article IV. Other Terms

YOU understand and acknowledge that your use of the WEB SITE and your receipt of the EDHUB SERVICES also governed by EDHUB’s Privacy Policy which YOU have read and understand, and to which YOU agree. You consent to the collection, use and disclosure of your personal information as defined therein by EDHUB and/or third parties in accordance with the terms of and for the purposes set forth in EDHUB’s Privacy Policy, and agree that the terms of EDHUB’s Privacy Policy are reasonable. In addition, YOU also agree that your use of the WEB SITE and the EDHUB SERVICES will also be subject to such other policies and procedures as may be conveyed to YOU by EDHUB from time to time, including on the WEB SITE. Such policies and procedures, together with the Privacy Policy form part of your EUA with EDHUB.

Article V. Account Eligibility

YOU may sign up for an EDHUB account and use the EDHUB SERVICES only if:

1. YOU can lawfully enter into and form contracts in accordance with all applicable laws; and
2. YOU are at least 18 years of age; and
3. YOU have a verifiable e-mail; and
4. YOU agree to the terms, conditions, obligations, and covenants contained herein; and
5. YOU agree to receive the EDHUB SERVICES in association with ORGANIZATION under the terms, conditions, obligations, and covenants of the MASTER SUBSCRIPTION AGREEMENT between ORGANIZATION and EDHUB.

Article VI. Account Sign-Up

Section 6.01 Registration. At sign-up, YOU will be asked to provide your name, email address and related information as set out on the registration page. EDHUB reserves the right to refuse to permit the opening of an account, to cease the provision of the EDHUB SERVICES, or to cancel the foregoing, to anyone at any time for any reason.

Section 6.02 Credentials. Your account will be accessed through your CREDENTIALS. Your CREDENTIALS are solely for your use alone. Your CREDENTIALS may not be shared. YOU are responsible for maintaining the confidentiality of your CREDENTIALS and YOU are fully and solely responsible for all activities that occur under your CREDENTIALS, whether authorized by YOU or not. It is your responsibility to take adequate precautions with your CREDENTIALS and to immediately notify EDHUB of any unauthorized use of your CREDENTIALS.

Section 6.03 Sharing of Certain Content. YOU understand that your CREDENTIALS are associated with an ORGANIZATION. As such, YOU understand that:

- (a) Some of YOUR CONTENT will be automatically shared with ORGANIZATION, including but not limited to the EDHUB LIBRARY LOG and the EDHUB LIBRARY QUIZ RESULTS.
- (b) If YOUR CONTENT is shared with a SUPERVISORY END USER, ORGANIZATION may assert ownership of the shared aspects of YOUR CONTENT;
- (c) ORGANIZATION and EDHUB have entered into a MASTER SUBSCRIPTION AGREEMENT, which contains terms, conditions, obligations, covenants, representations, and warranties regarding the EDHUB SERVICES, and YOU agree to comply with the MASTER SUBSCRIPTION AGREEMENT in all respects. If your CREDENTIALS are associated with an ORGANIZATION, please review the MASTER SUBSCRIPTION AGREEMENT.

Article VII. Grant of License and Provision of EDHUB Services

Section 7.01 License to You. For the fee set forth in the attached EDHUB Subscription Fee Schedule (Exhibit B) and otherwise subject to the terms and conditions of this EUA, EDHUB hereby grants to YOU a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the EDHUB SERVICES for your own personal, non-commercial, educational, training, evaluation, and professional development purposes only. YOU may download, print

and store selected portions of the material on the WEB SITE for such purposes provided that YOU:

- (a) only use these copies of the material (other than YOUR CONTENT) for your own personal, non-commercial, educational, training, evaluation, and professional development purposes;
- (b) do not copy, reproduce or post any material (other than YOUR CONTENT) on any network computer or broadcast or redistribute the material (other than YOUR CONTENT) in any media or through any channel;
- (c) do not modify or alter the material (other than YOUR CONTENT);
- (d) do not delete, obscure or change any copyright, trade-mark or other proprietary notice or disclaimers contained in the material (other than YOUR CONTENT);
- (e) attribute the source of the material if the material states the name of the author (in the case of a copyrightable work), the performer (in the case of a performer's performance), the maker (in the case of a sound recording) or the broadcaster (in the case of a communication signal); and
- (f) YOU comply with any purposes for which such material was uploaded, created, or otherwise made.

Section 7.02 License to EDHUB. YOU hereby grant to EDHUB a perpetual, irrevocable, worldwide, royalty-free, sublicensable, transferable, non-exclusive license to:

- (a) use, reproduce, display, adapt, modify, create derivative works of, translate, publish, share, communicate, publicly perform, publicly display, and distribute any and all of YOUR CONTENT in connection with the performance of the EDHUB SERVICES;
- (b) use, reproduce, publish, publicly display, and distribute any and all of YOUR CONTENT in an aggregated and anonymized manner for reporting, research, academic, or educational purposes, provided that the same does not contain any personally identifying information.

Section 7.03 Sharing of YOUR CONTENT. Certain areas of the WEB SITE are provided for end users, such as YOU, to post, comment on, and exchange ideas, materials, information. EDHUB does not take responsibility for any ideas, materials, or information shared by end users of the EDHUB SERVICES. YOU understand that by posting, commenting on, or exchanging ideas, materials, and information, YOU will be making such them fully accessible and available to third parties. YOU further understand that if such ideas, materials and information are shared with a SUPERVISORY END USER, ORGANIZATION may assert ownership over such ideas, materials, and information, and they may form a part of your personnel file.

Article VIII. Payments

Section 8.01 Subscription Fees. In exchange for the license granted in Section 7.01, YOU agree to pay to EDHUB the fees set forth in the EDHUB Subscription Fees (Exhibit B) at the times and in the manner set forth in the "Payment Terms" unless such fees are being paid by an ORGANIZATION associated with your subscription.

Section 8.02 Modification to Fees. EDHUB has the right to change any or all EDHUB Subscription Fees by sending notice any such modification in accordance with Section 15.07.

Section 8.03 Taxes. EDHUB shall not be responsible for any personal property taxes, value added taxes, local licensing fees or local taxes resulting from this EUA or in connection with the delivery of the EDHUB SERVICES under this EUA.

Article IX. Your Responsibilities

Section 9.01 Representations and Warranties. YOU understand that disclosing, posting or uploading YOUR CONTENT on the WEB SITE is voluntary. YOU represent and warrant that:

- (a) All of YOUR CONTENT is your own original work and/or YOU have all necessary rights to grant the licenses to YOUR CONTENT as provided herein;
- (b) In using the EDHUB SERVICES, YOU will not violate or infringe any rights of any third party, including but not limited to those involving spamming, privacy, obscenity, or defamation, copyright, trademark, child protective email address registry, and export control;
- (c) The disclosure, posting, or uploading of any of YOUR CONTENT does not violate any confidential relationship or agreement with any third party;
- (d) YOU shall not remove any proprietary notices or labels on any THIRD PARTY CONTENT or the WEB SITE;
- (e) YOU shall be solely responsible for the accuracy, quality, integrity and legality of YOUR CONTENT and of the means of acquisition of YOUR CONTENT;
- (f) YOU shall provide to EDHUB such information and data as is reasonably necessary to enable EDHUB to perform its obligations under this EUA;
- (g) YOU shall use reasonable efforts to prevent unauthorized access to or use of the EDHUB SERVICES, and notify EDHUB promptly of any such unauthorized access or use;
- (h) YOU shall not use the EDHUB SERVICES to store or transmit any unlawful, hateful, infringing, harmful, threatening, abusive, harassing, offensive, libelous, defamatory, slanderous, immoral, pornographic, indecent, obscene, fraudulent, discriminatory, or objectionable or unacceptable material;
- (i) YOU shall not use the EDHUB SERVICES to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
- (j) YOU shall not interfere with or disrupt the integrity or performance of the EDHUB SERVICES or THIRD PARTY CONTENT contained therein;
- (k) YOU shall not attempt to gain unauthorized access to the EDHUB SERVICES or their related systems or networks, including any access to the WEB SITE code;
- (l) YOU shall not, except as expressly permitted in this EUA, permit any third party to access the WEB SITE;
- (m) YOU shall not copy, distribute, reproduce, publish, license, create derivate works based on, transfer, rent lease, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any or a portion of the WEB SITE;
- (n) YOU shall not advertise or solicit funds for goods or services; and
- (o) YOU shall not, except for your own personal educational purposes, copy, frame or mirror any part or content of the WEB SITE.

Section 9.02 Your Content. YOU are solely responsible for YOUR CONTENT. EDHUB the right to monitor YOUR CONTENT but shall have no obligation to do so. If EDHUB, in its sole discretion, deems any of YOUR CONTENT to be unlawful, hateful, infringing, harmful, threatening, abusive, harassing, offensive, libelous, defamatory, slanderous, immoral, pornographic, indecent, obscene, fraudulent, discriminatory, or objectionable or unacceptable material, EDHUB has the right, but not the obligation, to remove or deny access to such CONTENT. YOU agree that EDHUB shall not be liable to YOU for any action taken by EDHUB to remove or restrict access to YOUR CONTENT nor for any action taken to restrict access to any of YOUR CONTENT posted in violation of any law, regulation or rights of a third party. EDHUB reserves the right to take all reasonable actions to remove or restrict access to any such CONTENT, including restriction, suspension or termination of your access to EDHUB SERVICES and/or deletion of your CREDENTIALS. Finally, YOU agree to and hereby irrevocably waive any and all moral and other non-transferable rights YOU have in YOUR CONTENT.

Section 9.03 Content of Others. YOU understand that by using any of the EDHUB SERVICES, YOU may encounter CONTENT that may be deemed to be offensive, indecent, or objectionable, and that CONTENT may or may not be identified as having explicit language, and that the results of any search, following any link or entering a particular URL may automatically and unintentionally generate links or references to objectionable material. Accordingly, YOU agree that such use is at your sole risk and EDHUB has no liability to YOU for CONTENT that may be found to be offensive, indecent or objectionable.

Section 9.04 Examples of Unacceptable Content. EDHUB will use common sense and business sense regarding CONTENT or behavior allowed on or through the WEB SITE. Examples of unacceptable CONTENT or behavior include:

- abuse, harassment, threats, flaming or intimidation of any person or organization;
- flooding, *i.e.*, the posting of one message repeatedly in a forum;
- engaging in or contributing to any illegal activity or activity that violates others' rights;
- use of derogatory, discriminatory or excessively graphic language;
- providing information that is false, misleading or inaccurate;
- hacking or modifying the WEB SITE or another website to falsely imply an association with EDHUB;
- misrepresenting your origins by pretending to be affiliated with an organization with which YOU are not affiliated, or misrepresenting the extent of your affiliation or role with an affiliated organization;
- phishing or transmitting viruses or other malware;
- posting links to pornography and other objectionable CONTENT;
- sending unwanted personal or commercial messages to other users (spamming); and
- disclosing personal or proprietary information of another person or organization.

Section 9.05 If YOU reasonably believe that any contribution to the WEB SITE made by another user contravenes this EUA, please notify EDHUB at info@theEDHUB.org.

Article X. Proprietary Rights and Organization Content

Section 10.01 University Ownership of Web Site. EDHUB shall own all right, title, and interest to the WEB SITE. All INTELLECTUAL PROPERTY rights in the WEB SITE are and will be, as between EDHUB and YOU, the property of EDHUB. All rights in the WEB SITE not expressly granted in this EUA are reserved by EDHUB. By way of example only, and not limitation, unless otherwise expressly permitted herein, YOU do not have the right to modify, adapt, translate, or reverse engineer any portion of the WEB SITE and YOU do not have the right to index or aggregate any portion of the web site (either by hand or by means of a robot, spider, or other device). Nothing in this EUA will be construed as granting YOU any property rights in the WEB SITE or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue, based on the WEB SITE.

Section 10.02 Ownership of Your Content. In using the EDHUB SERVICES, YOU will generate YOUR CONTENT. EDHUB will not assert ownership of any of YOUR CONTENT. All of YOUR CONTENT is and will be, as between EDHUB and YOU, the property of YOU.

Section 10.03 Ownership of Your Content by Organization. If your CREDENTIALS are associated with an ORGANIZATION, by using the EDHUB SERVICES, certain aspects of YOUR CONTENT will be deemed to be ORGANIZATION CONTENT and will be owned by ORGANIZATION. ORGANIZATION CONTENT owned by ORGANIZATION includes:

- (a) any and all aspects of EDHUB LIBRARY LOG; and
- (b) any and all EDHUB LIBRARY QUIZ RESULTS; and
- (c) any of YOUR CONTENT that YOU share with a SUPERVISORY END USER as YOU authorize using the social tools provided in the EDHUB SERVICES in which ORGANIZATION asserts ownership thereof.

Section 10.04 Disclaimer of Third Party Content. EDHUB makes no representations or warranties, and expressly disclaims all implied warranties and conditions with respect to all THIRD PARTY CONTENT, and will not be liable to YOU for any damage, cost, loss, expense or liability suffered or incurred by YOU as a result of its use or inability to use any THIRD PARTY CONTENT. EDHUB shall have no liability for to YOU or any other person for any THIRD PARTY CONTENT. In addition, THIRD PARTY CONTENT that may be accessed from, displayed on, or linked to from the WEB SITE are not available in all languages or in all countries or regions. EDHUB makes no representation that the WEB SITE or such THIRD PARTY CONTENT is appropriate or available for use in any particular location. To the extent YOU choose to use or access the WEB SITE and/or THIRD PARTY CONTENT, YOU do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. EDHUB reserves the right to change, suspend, remove, or disable access to any THIRD PARTY CONTENT at any time without notice. In no event will EDHUB be liable for the removal of or disabling of access to any such THIRD PARTY CONTENT. EDHUB may also impose limits on the use of or access to certain THIRD PARTY CONTENT, in any case and without notice or liability.

Section 10.05 Access to Third Party Content. WEB SITE features and functionality that interoperate with THIRD PARTY CONTENT are entirely dependent upon the continuing availability of such THIRD PARTY CONTENT and any INTELLECTUAL PROPERTY related thereto. If a third party ceases to make available any such THIRD PARTY CONTENT on which

any aspect of the WEB SITE depends, then EDHUB may alter or cease providing such features or functionality without prior notice to YOU. Similarly, EDHUB will alter or cease providing features or functionality if required to do so by applicable laws. In each case, if such alteration or cessation is not acceptable to YOU, then your sole and exclusive remedy is to terminate the EUA and to receive a pro-rata refund of any pre-paid fees under EDHUB Subscription Fee Schedule (Exhibit B) with respect to the period after the effective date of termination. Finally, the WEB SITE provides links to or provides access to THIRD PARTY CONTENT, you acknowledge that use of the same may require YOU to accept additional terms of service.

Section 10.06 Other End User Content. CONTENT posted or otherwise provided by another end user, person or third party on or through the WEB SITE belongs to the poster. Except as expressly permitted in this EUA, YOU do not have the right to use, reproduce, create derivative works of, distribute, publicly perform or publicly display any CONTENT that does not belong to you, other than (1) viewing of the CONTENT on or through the WEB SITE as EDHUB may make available, (2) commenting on CONTENT that is shared with YOU by the other end user; or (3) as permitted by the other end use.

Section 10.07 Feedback. YOU grant to EDHUB a worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the WEB SITE, without any obligation to compensate YOU in any way, any comments, suggestions, enhancement requests, recommendations or other feedback provided by YOU relating to the WEB SITE.

Article XI. Confidential Information

Section 11.01 Sunshine Law. YOU acknowledge that the UNIVERSITY is subject to the Missouri Sunshine Act, 610 RSMo. All of YOUR CONTENT shall be owned by YOU and any ORGANIZATION as applicable and the extent permitted by law, shall be deemed to constitute “individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment” of ORGANIZATION under RSMo 610.021(13).

Section 11.02 Confidentiality.

- (a) YOU represent and warrant that YOU are legally authorized to provide any and all of YOUR CONTENT into the WEB SITE. YOU further represent and warrant that YOU have gained any and all necessary releases and authorizations pertaining to any of YOUR CONTENT entered into the WEB SITE, including but not limited to parental releases for student information and/or images.
- (b) In accordance with the license granted in Section 7.02(b), for all of YOUR CONTENT used for reporting and research purposes, including any academic publications, EDHUB shall use reasonable efforts to remove any individually identifying information in YOUR CONTENT. YOU acknowledge that with respect to YOUR CONTENT, there is no confidential, fiduciary, contractually implied or other relationship is created between YOU and the EDHUB.
- (c) YOU understand and agree that EDHUB may keep YOUR CONTENT indefinitely and may also disclose the same to third parties, without notice to YOU, if required by law or in the good faith belief that such disclosure is reasonably necessary to (a) enforce or comply with this EUA or (b) respond to claims that YOUR CONTENT

- violates the rights of any third party.
- (d) EDHUB, or through its independent contractors, will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of YOUR CONTENT. Notwithstanding the implementation of such measures, YOU acknowledge that it is impossible to maintain flawless security in networks connected to the Internet, and expressly agrees that any such security breach will not be deemed a breach of EDHUB's obligations under this EUA.

Article XII. Disclaimer of Warranties

Section 12.01 No Editorial Control. YOU acknowledge that EDHUB exercises no editorial control over YOUR CONTENT, THIRD PARTY CONTENT, or CONTENT posted or otherwise provided by other end users. The views and opinions expressed in such information do not necessarily reflect those of EDHUB. EDHUB makes no warranties or representations regarding the accuracy, adequacy, truthfulness, completeness, or usefulness of such information.

Section 12.02 Credentials. If a currently valid User ID or Password fails to allow access to the EDHUB SERVICES, EDHUB's entire liability to YOU, and your sole and exclusive remedy, regarding the use of the EDHUB SERVICES shall be the issuing of a new User ID or Password.

Section 12.03 No Warranty. Notwithstanding anything else contained in this EUA, EDHUB does not represent or warrant that:

- (a) the features or functionality contained in the WEB SITE will meet the requirements that YOU may have;
- (b) that any particular results can or will be achieved from the use of the EDHUB SERVICES;
- (c) the suitability of any educational, training, evaluation, or professional development programs, including those in any THIRD PARTY CONTENT, offered or made available by ORGANIZATION to its end users or members of the public; or
- (d) the operation or availability of the WEB SITE will be uninterrupted or error-free;
- (e) any requirements of any civil or governmental authority to which ORGANIZATION is subject.

Section 12.04 No Warranty. THE EDHUB SERVICES AND WEB SITE (INCLUDING ANY THIRD PARTY CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR WARRANTIES OF NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE UNIVERSITY MAKES NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE EDHUB SERVICES OR WEB SITE, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OR ERROR IN THE EDHUB SERVICES OR WEB SITE UNDER ANY CIRCUMSTANCES.

Article XIII. Limitations of Liabilities and Remedies, and Indemnities

Section 13.01 Limitation of Liabilities. IN NO EVENT SHALL UNIVERSITY ITS CURRENT OR FORMER CURATORS, OFFICERS, EMPLOYEES, AND AFFILIATES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, OR IN TORT (INCLUDING NEGLIGENCE OR OTHERWISE), AND INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, ATTORNEYS' AND EXPERTS' FEES, REGARDLESS OF WHETHER UNIVERSITY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY, INCLUDING BUT NOT LIMITED TO ALL CLAIMS ARISING OUT OF THIS EUA OR WITH RESPECT TO THE INSTALLATION, IMPLEMENTATION, CUSTOMIZATION, USE, INABILITY TO USE, OPERATION OR SUPPORT OF THE WEB SITE.

Section 13.02 Remedies: Aggregate Liability. In no event will the total aggregate liability of EDHUB to YOU for any and all claims relating to the EUA, based upon any legal theory, including but not limited to breach of warranty, breach of contract (including fundamental breach), negligence, other tort claims or strict liability exceed (1) the EDHUB Subscription Fees paid by YOU in the 90-day period or (2) the amount of ten dollars (\$10), whichever is greater, preceding the date of the claim by YOU. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Section 13.03 Indemnity. YOU agree to defend, indemnify, and hold harmless the UNIVERSITY, its current or former, curators, officers, employees, and affiliates from any and all claims, actions or demands, including, without limitation, reasonable legal fees, accounting fees, and expert fees, arising out of, related to, or in conjunction with (a) the use of the EDHUB SERVICES by YOU or anyone using your CREDENTIALS to; (b) any breach of any term, condition, obligation, covenant, representation, or warranty of the EUA by YOU, (c) any violation of any law or regulation by YOU, (d) the infringement, misappropriation or violation by YOU of any patent, copyright, trademark, trade secret or other proprietary or privacy right of a third party; or (e) the exercise or any rights granted to YOU under this EUA.

Article XIV. Term and Termination

Section 14.01 This EUA shall have an initial subscription term of twelve (12) consecutive months commencing on the EFFECTIVE DATE. After the initial subscription term, YOUR subscription shall renew for successive twelve (12) month periods, unless either party notifies the other of its intention to terminate the EUA. Such notice must be submitted in writing at least sixty (60) days before the end of the initial subscription or of any renewal period.

Section 14.02 EDHUB may, in its sole discretion, immediately terminate this EUA, suspend your ability to access the WEB SITE (in whole or in part), or suspend the delivery of the EDHUB SERVICES without notice if:

- (a) YOU commit a breach of the terms of this EUA (including the failure to pay any

- EDHUB Subscription Fees when due for reasons other than relating to a reasonable and good faith dispute), and such breach has not been rectified within twenty (20) days of receipt of notice by EDHUB requiring that YOU remedy such breach;
- (b) YOU are insolvent, becomes subject to proceedings concerning its bankruptcy, receivership, insolvency or the like, or if a receiver is appointed for all or substantially all of your assets;
 - (c) The MASTER SUBSCRIPTION AGREEMENT between ORGANIZATION and EDHUB is terminated or expires.

Section 14.03 Your right to Terminate. YOU may terminate this EUA, and your rights to use the EDHUB SERVICES and your registration as an end user, at any time, and in your discretion, by notifying EDHUB of your decision to terminate this EUA.

Section 14.04 Notwithstanding termination of the EUA for any reason, such termination will not relieve either party from any obligation or liability that has accrued under the EUA to the date thereof, or from the performance of its obligations under the EUA to the date thereof.

Section 14.05 Portability of Your Content. Upon a written request made within thirty (30) days after the effective date of termination or expiration of this EUA, EDHUB will make YOUR CONTENT available to YOU for export or download. After that thirty (30)-day period, EDHUB will have no obligation to maintain or provide any of YOUR CONTENT to you.

Section 14.06 Survival. All provisions of this EUA that would reasonably be expected to survive the termination or expiration of this EUA shall do so, including Section 7.02 (License to EDHUB), Article VIII (Payments), Section 10.01 (University Ownership of Web Site), Section 10.04 (Disclaimer of Third Party Content), Section 10.05 (Access to Third Party Content), Section 10.07 (Feedback), Section 11.01 (Sunshine Law), Section 11.02 (Confidentiality), Article XII (Disclaimer of Warranties); Article XIII (Limitation of Liabilities, Remedies, and Indemnities), Article XIV (Term and Termination) and Article XV (Miscellaneous).

Article XV. Miscellaneous

Section 15.01 Headings. The headings of the paragraphs of this EUA are inserted for convenience only and shall not constitute a part hereof.

Section 15.02 Polls/Feedback. EDHUB may, from time to time (but no more than quarterly), conduct polls of its end users, including YOU, to ascertain and measure the use and enjoyment of the EDHUB SERVICES by end users such as YOU. YOU agree to cooperate with EDHUB by providing the information requested by EDHUB in order for EDHUB to improve and expand the EDHUB SERVICES for the benefit of its end users.

Section 15.03 Trademarks. EDHUB is a trademark and/or trade name of The Curators of the University of Missouri. All other company names, brand names, trade-marks and logos are the property of their respective owners. Nothing contained on the WEB SITE or this EUA will be construed as granting any license or right to use any trademarks (whether by implication or otherwise), including the EDHUB, except with the express written permission of EDHUB or such other party that may be the owner thereof.

Section 15.04 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this EUA resulting from any cause beyond its reasonable control, including but not limited to fires, explosions, earthquakes, floods, strikes, work stoppages or slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, delays by carriers, suppliers or materials shortages, and interruption or failure of telecommunication of digital transmission links or internet slowdowns or failures. Notwithstanding the foregoing, each party acknowledges and agrees that the foregoing does not operate so as to excuse it from prompt payment of any and all sums due by it to the other in accordance with terms and conditions of this EUA.

Section 15.05 Choice of Law and Venue. This EUA shall be construed, interpreted, and applied in accordance with the laws of the State of Missouri. Any action to enforce the provisions of the EUA shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. YOU irrevocably submit to the jurisdiction of such courts in any such action or proceeding. YOU further irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any court that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 15.06 Sovereign Immunity. YOU agree that nothing in this EUA is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to the UNIVERSITY under governmental or sovereign immunity laws from time to time applicable to the UNIVERSITY.

Section 15.07 Notices. Any notice permitted or required under the EUA must be in writing. EDHUB may give notice to YOU by electronic mail, by a posting on the WEB SITE, or by conventional mail. Notice by EDHUB shall be effective on the date that EDHUB makes a good faith effort to reach YOU. YOU shall give notice to EDHUB as stated below. Notice by YOU shall be effective on the date that EDHUB actually receives the notice.

Via U.S. mail: Attn: EDHUB, London Hall, University of Missouri, Columbia, MO
65211

Via Email: info@theedhub.org.

Section 15.08 No waiver. Neither party's failure to enforce strict performance of any provision of the EUA will be construed as a waiver of any provision or right.

Section 15.09 Independent Contractors. The parties are independent contractors. The EUA does not create a partnership, joint venture, agency, franchise, and fiduciary or employment relationship between the parties.

Section 15.10 Assignment. This EUA is binding upon and shall inure to the benefit of UNIVERSITY, its successors and assigns. EDHUB may assign the EUA in connection with a merger or sale of substantially all the assets of EDHUB as a business-like unit within the UNIVERSITY. This EUA shall not be transferred or assigned, in whole or in part, by YOU without the prior written consent of EDHUB, and any attempted transfer or assignment without such consent shall be void.

Section 15.11 Third Party Contractors. EDHUB will have the right to engage the services of third party contractors to perform any EDHUB SERVICES on its behalf without the prior consent of YOU.

Section 15.12 Further Assurances. Each party will, from time to time, promptly and duly execute and deliver all documents and take such action as may be necessary or desirable in order to effectively carry out the intent and purposes of the EUA, to protect the interests of the parties and to establish, protect and perfect the rights, remedies and interests granted or intended to be granted under the EUA.

Section 15.13 No Reliance. YOU hereby acknowledges and agrees that in entering into the EUA YOU have not relied on any warranty, representation or undertaking except as expressly set out in the EUA.

Section 15.14 Injunctive Relief. YOU acknowledge that EDHUB will be irreparably harmed by any breach of this EUA by YOU or by your unauthorized use of the EDHUB SERVICES and, further, that monetary damages may not be a sufficient remedy for such harm. YOU agree that EDHUB 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 EUA by YOU or by your unauthorized use of the EDHUB SERVICES.

Section 15.15 Severability. If any term or provision of this EUA shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this EUA, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and EUA of the parties herein set forth.

Section 15.16 Headings. The headings of the paragraphs of this EUA are inserted for convenience only and shall not constitute a part hereof.

Section 15.17 No Offset. YOU will have no right to set-off or deduct any amount from any EDHUB Subscription Fees owing to EDHUB under the EUA.

Section 15.18 Entire Agreement. The EUA, including all Exhibits thereto, together with the other documents incorporated into the EUA by reference, constitutes the entire agreement between the parties with regard to the matters dealt with in the EUA, and supersedes all prior representation, negotiations, understandings and agreements, oral or written, between the parties, with respect thereto.

Section 15.19 Acceptance. By signifying your acceptance of this EUA or making use of any of the WEB SITE or the EDHUB SERVICES, YOU signify your irrevocable acceptance of this EUA in effect at the time of your use.

EXHIBIT B: EDHUB Subscription Fee Schedule

Fees for individual using EdHub are assigned by topics. Each topic has a specific use fee that takes into consideration the development time used to create the modules inside that training or resource topic. These fees are meant to be minimal and on a cost-recovery basis to keep the system maintained and open for use. Individual users wanting to access topics will the associated fees for that topic listed on the site as they select the topic for use.

Group Users may also access EdHub through a group membership arrangement as part of their association with an outside group. This might be a school district or teacher association that has purchased a group membership to allow all of their members' access to EdHub. If you are a member of a group you can contact our user help email account for more information at: info@theedhub.org