

CRESCERANCE SERVICES

The following definitions, billing methodologies, service descriptions and additional terms are applicable to the purchase and use of Crescerance's various products and Services and shall be deemed incorporated into the Service Order Form or other Transaction Document between Customer and Crescerance. Crescerance is constantly working to improve its Services for the benefit of all its customers, and as a result we reserve the right to make changes to any or all Services so long as the changes do not negatively impact our customers. Crescerance may modify or terminate any Service if such modification or termination is generally applicable to all customers. In the event of such a modification or termination, Customer may terminate the applicable Service Order Form or other Transaction Document without termination charge if Crescerance fails to remedy a material decrease in the functionality of the affected Service within thirty days of written notice from such Customer. Capitalized terms used but not defined herein shall have the meanings set forth in the Terms & Conditions governing Customer's purchase of Crescerance offerings.

GENERAL TERMS AND DEFINITIONS

COPPA: The Children's Online Privacy and Protection Act. The current version of COPPA can be found here:

<http://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>

Crescerance Service Data: Any and all models, reports, analyses, statistics, databases and other information created, compiled, analyzed, generated or derived by Crescerance in connection with delivery of the Crescerance Services, regardless of the media in which such Crescerance Service Data is embodied, now or in the future. Crescerance retains all right, title and interest worldwide in the Crescerance Services and Crescerance Service Data. Such Data may be created, compiled, analyzed, generated or derived from (a) aggregated network utilization and performance data generated and collected via the operation of Crescerance's Services and/or in connection with the delivery of Crescerance Services to Customer, (b) anonymous and non-personally identifiable user data collected by Crescerance from Customer's Apps or Customized Website(s) solely with and to the extent of the written consent of Customer, and (c) Crescerance's proprietary information, software, code, technology and other intellectual property.

Crescerance Technology: Crescerance's proprietary technology, including Crescerance Services, Website, Admin Portal, MLP, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world.

Customer Portal: Upon execution of the initial Transaction Document, but not prior to the Effective Date, Customer shall be provided access to the Customer Portal where a variety of administrative functionality is available.

Customer Content: Any data or information that Customer uploads or publishes to Customer's Mobile App or Customized Website, regardless of whether such data is created or owned by Customer or a Third Party.

Customer Technology: Customer's proprietary technology, including Customer's Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

Effective Date: The date when the rights and obligations under the Agreement become operational. If the Effective Date is not specified in the Transaction Document, then the terms of the Agreement become operational upon execution.

End User: A person who directly logs into, interacts with, and/or uses an application, website, program, or other software component.

Error: A failure in software to materially conform to the specifications described in the Crescerance Services document or in the applicable product documentation.

Terms of Use Policy (or "TUP"): The rules and regulations as delineated in the "Terms of Use" section of the Website, governing Customer's and End User's use of the Services or any component of the Services, including the Application, the MLP, and the Website. The TUP governs activities, including, but not limited to, online conduct and confidentiality agreements. The current TUP can be found at the following location: <http://crescerance.com/termsfuse>.

Third Party: An entity or person other than Crescerance or Customer.

Website: The Crescerance website, located at <http://www.crescerance.com>, including all of its functionality, data, and subcomponents.

Customized Website: A website or set of web pages created by Crescerance for Customer. Further details are located in the Web Development Services section below.

BILLING, INVOICING, FEES, AND TERMS

Alternative Funding Source: Customer may elect to use an Advertising Service Provider ("ASP") to display advertisements within their App and/or Customized Website to generate funds to cover all or part of the fees due to Crescerance for the Services. Use of an ASP for this purpose is hereinafter referred to as using an Alternative Funding Source (or "AFS"). Customer agrees to the following terms:

a) Customer will indicate their use of an AFS by selecting and marking the "Alternative Funding Source" billing option in the Transaction Document.

b) Use of an AFS does not guarantee that sufficient revenues will be generated to cover all fees owed to Crescerance for the Services.

c) Crescerance can, at any time after the first 12 months of this Agreement, remove the Application(s) from the various App Stores and delete all Customer-related content and Customer Data if funds sufficient to cover full payment for the Services have not been received by Crescerance.

d) If Crescerance, in its sole discretion, does not remove or disable the Application due to insufficient payments arising from the AFS within a given year, Crescerance will still be owed the full payments for the Services for any and all subsequent year(s) of the Term.

e) Customer will work directly with the ASP to determine the amount and content of any and all advertisements utilized.

f) Crescerance is not liable, and has no responsibility, for any consequences arising as a result of placement or appearance of any advertisements in Customer's App or Customized Website due to Customer's use of an AFS.

Advertising Service Provider: A Third Party that provides technology and services to Customer to enable advertisements to be displayed within Customer's App or Customized Website. Tap2Raise is an Advertising Service Provider.

Billing Effective Date: The date on which Crescerance initially will bill Customer for that portion of the fees currently due for the Services ordered. The Billing Effective Date is specified in the Transaction Document.

Early Termination Fee: The fee that Customer shall owe to Crescerance should they terminate the Agreement prior to the completion of the Term. Customer shall not have the right to terminate the Agreement early. Hence, the Early Termination Fee is equivalent to the sum total of all of the pending payments from any Supplemental Professional Services included in the Agreement, any pending payments from the Term, any Support Incident fees, and any other fees as indicated in the Transaction Document.

Invoicing: One-time (Total Up Front) fees are billed in advance on the applicable Billing Effective Date. Recurring (Annual) fees are billed in advance, starting on the anniversary of the applicable Billing Effective Date. For the avoidance of doubt, the Term on the applicable Transaction Document begins on the Billing Effective Date. Selecting multiple Services may result in Customers receiving multiple invoices. All components of the Services are accepted and billed on a per Service basis; billing will commence upon the Billing Effective Date of the Service for each component thereof.

Initial Term: The minimum term for which Crescerance will provide the Service(s) to Customer. The Initial Term is specified in the Transaction Document.

Renewal Term: Any term following the Initial Term.

Reinstatement of Service Fees: The fee associated with re-creating, in whole or in part, the Application, the Customer Content, and any changes made through the Admin Portal for or upon request of Customer. This fee also covers charges for resubmission of the Application to an App Store after a prior termination of service with Crescerance. Additionally the scope of this fee may extend to charges incurred by Crescerance as they are associated with an App Store or any other application deployment methodology.

Service Commencement Date: The date Crescerance begins providing the Service(s) to Customer, or the date of approval of the first Application by Customer, or the date that the first Application appears in an App Store, whichever occurs first.

SERVICE DESCRIPTIONS AND ADDITIONAL TERMS

Provides brief descriptions of what is included in certain Crescerance offerings.

Business App Services: Crescerance will create a customized Mobile App for Customer on one or more Mobile Platforms and will provide Customer with access to and use of an Admin Portal to manage various aspects of the Mobile App. Crescerance may also provide such other services and equipment requested by Customer (“Supplemental Professional Services”) where such services are not included within the scope of the Services as described in the Agreement or Transaction Document.

– **Mobile App (or “App”, or “Application”):** A software application, containing customized branding, Customer Content, and other content and App Features selected by Customer, that runs on one or more Mobile Platforms and can be downloaded from one or more App Stores and installed by End Users on compatible Mobile Devices. For example, a Mobile App may be an iPhone application that displays a Customer’s logo and color scheme that contains various communication features, is listed in the Apple Store and can be downloaded and installed on the iPhone of an End User.

– **App Feature:** A component, section, or page within a Mobile App that provides specific functionality. Examples include Calendar of Events, Photo Gallery, Directory, Maps, and News Feeds. A full list of available Features is included in the applicable Transaction Document.

– **Mobile Platform:** An environment where applications of a certain type can be run. Examples include the iOS operating system running on iPhones or iPads, and the Android operating system running on Android phones or tablets.

– **Mobile Device:** A portable device capable of running a Mobile App on a supported Mobile Platform. Examples include iPhone, iPad, and Android phone

– **App Store:** A marketplace containing apps that can be downloaded by End Users and installed on their compatible Mobile Device. Examples include the Apple App Store and the

Google Play store.

– **Admin Portal:** A website or subcomponent of a website that Customer can log into using a dedicated login account that enables Customer to modify, configure, or otherwise administer Customer’s Mobile App. The Admin Portal is also known as and sometimes referred to as the Crescenance Management System.

– **App Administrator:** A person designated by Customer to have access to the Admin Portal and to administer Customer’s Mobile App.

– **SMS/Text Messaging:** A feature of the Mobile App that allows an App Administrator to send out one or more text messages to all End Users of the App.

MAD-Learn Services: Crescenance will grant Customer and designated End Users access to an online Learning Platform (“MLP”) that enables students (“MAD-Scouts”) to learn how to build and program mobile applications and enables teachers (“MAD-Teachers”) to instruct students how to build mobile applications. Access to the MLP will be enabled through Customer’s purchase and use of various licenses (“MAD-License”). Crescenance will also provide support services and various other related services, such as professional development (“MAD-PD”), to Customer if specified in the Transaction Document.

– **Learning Platform (or “MLP”):** A website, owned and operated by Crescenance, that is accessed and used by a person with a MAD License in order to learn to build, program, enhance, or publish a mobile application, or to learn how to teach students how to use the MLP to build, program, or publish a mobile application.

– **MAD License:** A license that enables a person to access the MLP during the Term or during a Course Duration. Examples of MAD Licenses include:

- **MAD-Learn License:** A license held by a student (also known as a “MAD-Scout”) or other individual that allows the individual to learn how to build and deploy mobile applications through the MLP.
- **MAD-Learn Course License:** Allows the user to access the content associated with a specific Course provided through MAD-Learn. This license also grants access to the MLP for the Course Duration.
- **MAD-Learn Course Add-On License:** Allows the user to access the content associated with a specific Course provided through MAD-Learn only when the user already has access to the MLP through a separate MAD License.
- **MAD-Teacher License:** A license held by a teacher (also known as a “MAD-Teacher”) or other individual that allows the individual to use and learn about the MLP in a manner that they may leverage their knowledge to catalyze curricular core subject and computer science learning by MAD-Scouts.

– **Course:** A series of inter-related instructional units available within the MLP that teaches a

MAD Scout a set of concepts and principles as part of learning to build mobile applications.

– **Course Duration:** The time span over which a Course grants access to the Course content and the MLP.

– **MAD-Create:** A learning program available within the MLP that is intended for students of all ages to learn basic concepts of mobile app design and creation in a “drag and drop” environment. MAD Create is the first, or introductory, phase of the MAD Learn program.

– **MAD-Code:** A collection of online courses within the MLP that teaches core programming and product design skills, focused on mobile application programming across multiple platforms. MAD Code is the second, or intermediate/advanced, phase of the MAD Learn program.

– **MAD-Scout:** A student learning how to develop mobile applications by utilizing the MLP.

– **MAD-Teacher:** A teacher who utilizes the MLP to support and educate MAD-Scouts as they learn how to develop mobile applications.

– **MAD-Parent:** A parent or legal guardian of a MAD Scout.

– **MAD-Catalyst:** A support engineer employed or designated by Crescerance who can provide assistance, guidance, or support to MAD Scouts or MAD Teachers. A MAD Catalyst could also be a qualified MAD Scout who is certified by Crescerance as capable of providing such support.

– **MAD-Catalyst Support:** A product priced and sold by the hour, providing MAD Catalyst support to Customers who need support beyond what is included in their order as specified in the Transaction Document.

– **MAD-Preneur:** A MAD Scout who is using the MLP to develop commercial (i.e., for profit) apps. This includes those apps that may be in furtherance of the MAD Scout’s own business idea or apps that are branded for an existing business (“a Business-Branded MAD-Preneur App”).

– **MAD-Preneur App:** An app built by a MAD-Preneur that is not branded for, and will not be used by, an existing business.

– **Business-Branded MAD-Preneur App:** An app built by a MAD-Preneur that is branded for or will be used by an existing business.

– **MAD-Scout App:** An app built by a MAD-Scout that is not a MAD-Preneur App and is not a Business-Branded MAD-Preneur App.

– **MAD-Scout App-Pack:** An app built on two different Mobile Platforms and submitted to the marketplaces elected by the MAD-Scout.

– **MAD-PD:** A set of professional development services provided by one or more MAD

Catalysts to one or more teachers.

– **MAD-PD-Live:** MAD PD provided in a live setting (for example, a MAD Catalyst coming on site to a school for a day-long training session with a group of teachers).

– **MAD-PD-On-Demand:** Access to the MLP and to all MAD PD materials and collateral for a specific MAD-Learn Course for the prescribed Course Duration.

– **Mobile Platform:** Either a cellular phone or a tablet device app that is built for iOS and Android

– **One-Star or “*” Package:** The lowest tier of MAD-Learn Services that may be purchased by a school or district. Each package contains varying volumes and combinations of MAD-PD (both MAD-PD-Live and MAD-PD-On-Demand), MAD-Licenses, MAD-Catalyst Support and MAD-Scout App Packs.

– **Two-Star or “**” Package, Three-Star or “***” Package, Four-Star or “****” Package:** The mid level tiers of MAD-Learn Services that may be purchased by a school or district. Each package contains varying volumes and combinations of MAD-PD (both MAD-PD-Live and MAD-PD-On-Demand), MAD-Licenses, MAD-Catalyst Support and MAD-Scout App Packs.

– **Five-Star or “*****” Package:** The highest tier of MAD-Learn Services that may be purchased by a school or district. Each package contains varying volumes and combinations of MAD-PD (both MAD-PD-Live and MAD-PD-On-Demand), MAD-Licenses, MAD-Catalyst Support and MAD-Scout App Packs.

Web Development Services: Crescerance will create a Customized Website for Customer. The Website will contain a set of Standard Features, and Crescerance will work with Customer to design and implement the Standard Features. Customer will grant Crescerance full admin access to the Website for the purposes of development, maintenance, and debugging. Crescerance will provide a set of Standard Services as part of the Website. Crescerance may also provide such other services and equipment requested by Customer (“Supplemental Professional Services”) where such services are not included within the scope of the Services as described in the Agreement or Transaction Document.

– **Customized Website (or “Website”):** A website, built for Customer by Crescerance, containing Customer’s branding and Content integrated with a set of Standard Features and Functionality.

– **Website Content (or “Content”):** Text, graphics, and other information that is, or could be, dynamic in nature. Customer agrees to provide Crescerance with all Content to be included in the Website.

– **Website Functionality (or “Functionality”):** The programming and interactivity of the

Website that enables the Website to provide Content to the end user.

– **Web Domain:** The DNS record registered to Customer that provides access to Customer's website. Typically, this is a DNS A or CNAME records that points to the Customer's main WWW host.

– **Standard Features:** Pages, components, or modules in the Website that provide basic or otherwise routine types of content and functionality expected by most end users.

- **Homepage:** The page that appears when an end user browses to the Customer's Web Domain. The home page is the starting, or root, page of the Website and contains links to various Content Pages. The design of the Homepage can be updated a certain number of times per year as specified in the Transaction Document.

- **Content Pages:** Pages in the Website that contain various Content and Functionality. The Website can include up to a specific number of Content Pages, as specified in the Transaction Document. The design of the Content Pages can be updated a certain number of times per year as specified in the Transaction Document.

- **Dynamic Forms:** Pages that can accept input from end users, such as email requests or feedback forms. The design of the Dynamic Forms can be updated a certain number of times per year as specified in the Transaction Document.

- **Plugins:** Modules integrated with the Website that provide specialized functionality, such as RSS feeds, blogging, and social media integration. Standard set of plugins includes: RSS feed, Blogging, Forum, Photos, Videos, Facebook, Twitter, Akismet. Plugins not included in the Standard set will be considered Custom Plugins and will be provided at additional charge as specified in the Transaction Document.

– **Standard Services:** Services that Crescerance will perform for Customer in conjunction with maintaining and supporting the website.

- **Production Deployments:** Crescerance will deploy updates to the live hosting environment up to a certain number of times per year as specified in the Transaction Document.

- **Quality Checks:** Crescerance will do a round of testing and quality assurance on the Website up to a certain number of times per year as specified in the Transaction Document.

- **Major Content Updates:** Crescerance will help Customer make widespread, substantial, or complex changes to Website Content or Functionality up to a certain number of times per year as specified in the Transaction Document. Major Content Updates do not include changes to page designs.

- **Emergency Updates:** Crescerance will make "emergency" updates to Website Content or Functionality, upon Customer request, up to a certain number of times per year as specified in the Transaction Document. If an Emergency Update is also substantial or complex in nature, it will be treated as both an Emergency Update and a Major Content Update.

- **Backups:** Crescerance will perform a full backup of all Website Content (including dynamic content stored in a linked database) up to a certain number of times per year as specified in the Transaction Document.

- **Hosting:** Crescerance will facilitate and manage the hosting of the Website for Customer.
- **Content Delivery Deadline:** The date by which Customer must deliver to Crescerance all finalized Content for the Website. Failure to meet the Content Delivery Deadline will result in a Content Delivery Fee as specified in the Transaction Document.
- **Content Delivery Fee:** The fee Customer will owe to Crescerance if Customer misses the Content Delivery Deadline. The Content Delivery Fee can be additional monies owed to Crescerance or an accelerated payment schedule of fees, either partial or total, owed to Crescerance under the Agreement. The Content Delivery Fee is specified in the Transaction Document.

Supplemental Professional Services (or “SPS”): Any consulting or support services provided by Crescerance to Customer, where such services are not included within the scope of the Services as described in the Transaction Document. Crescerance will provide Supplemental Professional Services to Customer subject to the following terms and conditions:

- (a) SPS will be performed pursuant to the Agreement which shall be executed by Customer and Crescerance and will include, if applicable, provisions regarding: descriptions and specifications of the services and all deliverables (“Deliverables”); the time schedule for performance and for delivery of any Deliverables; the name of the project managers for Crescerance and Customer Administrators for Customer; and the charges for professional services;
- (b) Changes affecting scope, cost, and other activities will be documented by a written “Change Order” which must be mutually agreed upon in writing and executed by the Parties; and
- (c) Crescerance will hold sole and exclusive title and ownership of any intellectual property resulting from any and all SPS.

Service & Support

Product Support: The provision of telephone or web-based technical assistance by Crescerance to Customer’s technical contact(s) with respect to Errors related to the corresponding products and features included in the Service. Product Support does not include assistance related to errors encountered under the use of Crescerance products for any purpose not stated in the service description or features of the supported products licensed by the Customer.

Support Requests: Service support calls or online support tickets initiated by Customer where the underlying issue is determined to reside in Customer’s host environment (not in the Crescerance Services) or other requests outside the scope of support. Additional Support Requests beyond those included in a particular Service package may be subject to Crescerance’s standard rates.

Support Incident: Any communication, written or oral, physical or digital, that Customer initiates with Crescerance requesting the assistance of one or more Crescerance employees with

answering a technical question about the Service, configuring Customer's Application or other component of the Service, or diagnosing or resolving an Error.