

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teacher Tube, LLC		08/31/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Salem Web Network, LLC		
Street Address:	4880 Santa Rosa Road		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4514325	TEACHERTUBE	
Registration Number:	4536661	TEACHERTUBE TEACH THE WORLD	
Registration Number:	4536662	TEACHERTUBE TEACH THE WORLD	
Registration Number:	4536660	TEACHERTUBE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	scott.hunter@salemmedia.com		
Correspondent Name:	Scott Hunter		
Address Line 1:	4880 Santa Rosa Road		
Address Line 4:	Camarillo, CALIFORNIA 93012		
NAME OF SUBMITTER:	Scott Hunter		
SIGNATURE:	/Scott Hunter/		
DATE SIGNED:	10/28/2019		
Total Attachments: 83			
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ASSET PURCHASE AGREEMENT

This Agreement (“Agreement”) is made this 31st day of August, 2017 by and between **Teacher Tube, LLC**, a Texas limited liability company (“Seller”) and **Salem Web Network, LLC**, a Delaware limited liability company (“Buyer”), M. Adam Smith, L. Jason Smith and Jodie Smith.

RECITALS:

WHEREAS Seller, through its **TeacherTube.com** website (“Website”) operates an online instructional video sharing community for teachers, students and parents for educational and professional development, including related Social Media Accounts and a YouTube Channel (the “Business”);

WHEREAS Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Business and, as set forth herein, certain assets and properties of Seller relating to the Business;

WHEREAS M. Adam Smith, L. Jason Smith and Jodie Smith are owners, officers, managers, employees and/or Website developers of Seller;

NOW THEREFORE, in exchange for good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 **Sale Assets.** On the Closing Date, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer will purchase or acquire from Seller, free and clear of all Liens, all right, title and interest, legal and equitable, in and to all properties, assets and rights used, useful or otherwise relating to the ownership, development and operation of the Business, other than the Excluded Assets (as defined in Section 1.2) (collectively, the “Sale Assets”) including, without limitation, the following:

(a) **Tangible Personal Property.** All machinery, equipment, software, leasehold improvements, inventory (including all raw materials, work-in-process and finished goods), parts, supplies, furniture, furnishings, vehicles, tools, fixtures, all hardware used in the daily operation of the websites and applications and other tangible personal property including but not limited to the items set forth on Schedule 3.6 (collectively, “Tangible Personal Property”).

(b) **Licenses and Permits.** All rights associated with the Approvals (as defined in Section 3.17) necessary to operate the Business, to the extent transferable.

(c) **Contracts.**

(i) All rights and interests of Seller in, to or under those agreements, leases, contracts, orders and other commitments, including all contracts with service providers, to which Seller is a party to or bound by (other than agreements or portions thereof specifically excluded under this Agreement), and which are designated as such and set forth on Schedules 3.7; and

(ii) Any renewals, extensions, amendments or modifications of those agreements being assumed which are made in the ordinary course of Seller's operation of the Business or in accordance with the terms and provisions of this Agreement (all such agreements, leases, contracts, orders and other commitments referred to in clauses (i) and (ii) being hereinafter referred to collectively as the "Contracts").

(d) **Internet Domains.** The TeacherTube.com domain and all other associated Internet domains and their related Uniform Resource Locators ("URLs") used in the operation of the Business ("Domain Names"), including without limitation, those Domain Names listed on Schedule 1.1(d).

(e) **Content.** All content on the Website, YouTube Channel, Facebook Page, and any other Social Media Accounts, including the ownership and control of all e-mail addresses, Customer lists (past and present customers), technology, and archives associated with the Business, as set forth on Schedules 3.6, 1.1(h), 1.1(i), 1.1(k) or any other Schedule attached to this Agreement.

(f) **Intellectual Property.** All of Seller's Intellectual Property, including Logos, Trademarks, Service Marks, Patents, Goodwill and Branding associated with the Business as set forth on Schedule 3.14.

(g) **Applications.** All associated Apps, including iOS, Android or otherwise relating to the Business, as set forth on Schedule 1.1(g).

(h) **Accounts.** All Social Media accounts, Adwords accounts, AdSense/Adx accounts and any other accounts associated with the Business as set forth on Schedules 3.6, 1.1(h), 1.1(i), 1.1(k) or any other Schedule attached to this Agreement.

(i) **Records.** The originals (where available) or true and complete copies (if originals are not available) of all of the customer lists, customer content information, books, records, files, logs and ledgers pertaining to the Sale Assets or used in the operation of the Business as set forth on Schedule 1.1(i) (collectively, "Records"); provided, that with respect to any such Records that Seller is reasonably required (i) to retain by law or (ii) to disclose for financial or tax reporting purposes, Seller shall be entitled to keep copies thereof.

(j) **Purchase Orders.** All purchase orders, forms, labels, stationery, materials, catalogs, brochures, art work, photographs and advertising materials held by Seller.

(k) **Miscellaneous Assets.** The TeacherTube.com YouTube Channel and any other tangible or intangible assets, properties or rights of any kind or nature not otherwise described above in this Section 1.1(k) and relating to the Business.

1.2 **Excluded Assets.** Notwithstanding any provision of this Agreement to the contrary, there shall be excluded from the Sale Assets the following assets in existence on the Closing Date ("Excluded Assets"):

(a) **Cash and Accounts Receivable.** Any and all cash, cash equivalents, cash deposits to secure contract obligations, all inter-company receivables from any affiliate of Seller and all other accounts receivable, bank deposits and securities held by Seller in respect of the Websites at the Closing Date, that are unrelated to the operation of the Websites after the Closing Date and further provided that such cash or receivable is not for services or obligations of the Websites after the Closing Date (except to the extent Seller receives a credit therefor), in which event such cash, receivable, deposit or security shall be included as part of the Sale Assets).

(b) **Personal Items.** All personal items owned by employees or independent contractors of Seller and located at Seller's place of business as set forth on Schedule 1.2(b).

(c) **Certain Records.** Any records of Seller not related to the Business or that Seller is required to retain by law; provided, however, with respect to any such records that Seller is reasonably required (i) to retain by law or (ii) to disclose for financial reporting purposes and, in each case, that constitute Records, Buyer shall be entitled to copies thereof.

(d) **Fiduciary Assets.** Any assets of Seller relating to any employee benefit plan, arrangement, policy or commitment (including any employee benefit plan within the meaning ascribed to such term in ERISA including, without limitation, any employment, consulting or deferred compensation agreement, executive compensation, bonus, incentive, pension, profit sharing, savings, retirement, stock option, stock purchase or severance pay plan, any life, health, disability, accident or insurance plan or any holiday, vacation or other employee practice, policy or benefit).

(e) **Rights Under Agreement.** Any rights that accrue or will accrue to Seller under this Agreement or under any other Transaction Document.

(f) **Certain Insurance Proceeds.** All insurance proceeds receivable under any insurance policy, subject to the terms of Article IX.

(g) **Other Excluded Assets.** Any tangible or intangible asset set forth on Schedule 1.2(g) hereof.

1.3 **Assumption of Liabilities; Excluded Liabilities** .

(a) **Assumed Liabilities.** Buyer shall, on and as of the Closing Date, accept and assume, and shall become and be fully liable and responsible for, and, except as expressly set forth herein, Seller shall have no further liability or responsibility for or with respect to (i) liabilities and obligations arising out of or related to events occurring after the Closing to the

extent such liabilities and obligations arise out of or relate to Buyer's ownership of the Sale Assets or Buyer's operation of the Business after the Closing, and (ii) obligations and liabilities of Seller which are to be performed after the Closing arising under or related to the Contracts and under the Advertising Agreements (other than as a result of any act or omission occurring or state of facts existing with respect to any such agreements (except the fact of Seller's entry into such agreements) prior to Closing), except those obligations and liabilities which are unrelated to the Business even if they arise under or relate to the Contracts (collectively, the "Assumed Liabilities").

(b) **Excluded Liabilities.** Except for the Assumed Liabilities, Buyer shall not assume, pay or be liable for any debt, liability, commitment or obligation of Seller of any kind or nature at any time existing or asserted, whether known, unknown, fixed, contingent or otherwise, not specifically assumed by Buyer under Section 1.3(a), including, without limitation, (i) any liability or obligation relating to, resulting from or arising out of any of Seller's properties, assets and rights not listed or referenced in Section 1.1, (ii) any liabilities of Seller or the Business arising out of any act or omission occurring or state of facts existing prior to the Closing (except for the Assumed Liabilities), (iii) any liabilities of Seller arising out of any act or omission occurring after the Closing (except for the Assumed Liabilities) and (iv) any liabilities for payment or otherwise with respect to any taxes arising out of, attributable to or affecting the Sale Assets or the conduct of the Business prior to the Closing. The liabilities which are not assumed by Buyer under this Agreement are hereinafter referred to as the "Excluded Liabilities."

1.4 **Purchase Price.** In consideration of the sale by Seller to Buyer of the Sale Assets, and subject to the conditions contained herein and adjustments set forth herein, Buyer shall pay to Seller One Million One Hundred Thousand Dollars (\$1,100,000) in cash by wire transfer of immediately available funds at Closing, to Seller's designated bank account. Wire transfer instructions are provided in Schedule 1.4.

1.5 **Purchase Price Allocation.** Within one hundred and twenty (120) days after the Closing, Buyer and Seller shall mutually agree upon the allocation of the Purchase Price. Buyer and Seller further agree to file all applicable tax returns, Form 8594 and any other reports required by Section 1060 in accordance with such agreed upon allocation.

1.6 **Sales and Transfer Taxes.** All sales taxes, transfer taxes, use taxes, recordation fees and taxes, documentary taxes, stamp taxes, excise taxes, personal property taxes, fees and duties under applicable law incurred in connection with this Agreement and the Transaction Documents or the transactions contemplated hereby and thereby will be borne and paid by the party so required by applicable law. Each party shall pay one-half (½) of any transfer, registration or similar fees due to Network Solutions, Inc. or similar company in connection with the assignments of Domain Names incident to the transactions contemplated hereby. Otherwise, each party hereto shall pay any and all taxes incurred by such party in connection with the transactions contemplated by this Agreement.

1.7 **Use of Seller's Space, Equipment, and Facilities.** In order to facilitate the transfer of the Sale Assets into the operations of Purchaser, the Sale Assets shall include the right of Buyer, without any additional cost other than its payroll costs, to maintain existing operations

within the facilities of Seller (including, without limitation, use of all such general office equipment, supplies, and support services which are used or useful to operate the Business in a reasonable manner consistent with historic practices) up to ninety (90) days after the closing.

ARTICLE II

THE CLOSING

2.1 **Closing.** The transactions contemplated by this Agreement shall take place (the "Closing") at Buyer's offices, or such other place as mutually agreed to by the parties, at 10:00 a.m. on or before August 31, 2017 as is mutually agreed by Buyer and Seller, but no later than September 1, 2017 (the "Closing Date"). Time is of the essence with respect to the Closing. The Closing shall be deemed effective as of 12:01 a.m., Pacific Time, on the Closing Date.

2.2 **Instruments of Transfer.** At the Closing Seller shall deliver to Buyer such bills of sale, assignments, powers of attorney, stock powers, certificates, motor vehicle titles, and other good and sufficient instruments of transfer, in form and substance reasonably satisfactory to Buyer and its counsel, as shall be effective to vest in Buyer all of Seller's right, title and interest in, to and under the Sale Assets, including, without limitation, the following:

- (a) A bill of sale conveying the Tangible Personal Property;
- (b) An instrument or instruments assigning to Buyer all right, title and interest of Seller in and to the Contracts; and
- (c) Instruments assigning to Buyer all right, title and interest in and to the Intellectual Property, including, without limitation, all of the Domain Names used in the Business and included in the Sale Assets.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

3.1 **Organization.** Seller is a limited liability company duly organized and validly existing under the laws of the State of Texas. Seller is duly authorized to transact business in Texas and each and every other jurisdiction in which it is required to be authorized by reason of the property owned by or leased by it or the nature of the business transactions by it. Each such other jurisdiction is identified on Schedule 3.1 hereof. Seller has all requisite power to own, operate and lease its properties and carry on the Business as it is now being conducted and as the same will be conducted until the Closing. Seller is duly qualified to do business in each jurisdiction where a failure to so qualify would have a Material Adverse Effect. For purposes of this Agreement, a "Material Adverse Effect" or "Material Adverse Condition" shall mean a material cost, burden or other adverse effect upon the assets, business, properties, prospects,

condition (financial or otherwise) or results of operations of the Business, taken as a whole, occurring before, on or after the Closing Date, in the amount of \$1,000 or more.

3.2 **Authorization and Binding Effect of Agreements.** The execution and delivery of and the performance of its obligations under this Agreement and each of the other agreements to be delivered at Closing (collectively, the "Transaction Documents") and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized and approved by all necessary action on the part of Seller. This Agreement has been, and each of the other Transaction Documents to which Seller is a party will be duly executed and delivered by Seller at the Closing. This Agreement constitutes (and each of the other agreements and documents, when so executed and delivered, will constitute) legal and valid obligations of Seller enforceable against it in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights or remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

3.3 **Absence of Conflicts.** The execution and delivery of and the performance of its obligations under this Agreement and each of the other Transaction Documents to which Seller is a party and the consummation by Seller of the transactions contemplated hereby and thereby:

(a) Do not (with or without the giving of notice or the passage of time or both) violate (or result in the creation of any Lien on any of the Sale Assets) any provision of a rule or regulation or any order, judgment, injunction, decree or ruling applicable to Seller in any manner which could have a Material Adverse Effect. For purposes of this Agreement, a "Lien" shall be defined as any mortgage, pledge, security interest, charge, restriction, hypothecation and encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property, including any written or oral agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement, and the filing of or agreement to give any financing statement with respect to any assets or property under the Uniform Commercial Code as in effect in an applicable jurisdiction or comparable law of any jurisdiction; and

(b) Do not conflict with or result in a material breach or termination of, or constitute a material default or give rise to a right of termination or acceleration under Seller's certificate of formation, limited liability company agreement or other organic document ("Organic Documents") or any lease, agreement, commitment or other instrument to which Seller is a party, or bound by, or by which any of the Sale Assets may be bound, or result in the creation of any Lien upon any of the Sale Assets.

3.4 **Consent of Third Parties.** The execution and delivery of, and the performance of its obligations under this Agreement and each of the other Transaction Documents, and the consummation by Seller of the transactions contemplated hereby and thereby, do not require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or public agency or other authority, or the consent of any person under any agreement, arrangement or commitment of any nature to which Seller is a party or by which any

Sale Asset is bound, of such action is required in connection with any consents, individually or in the aggregate, that would not reasonably be expected to have a Material Adverse Effect.

3.5 **Sale Assets.**

(a) Except for the Excluded Assets, the Sale Assets include all of the assets, properties and rights of every type and description, real, personal and mixed, tangible and intangible, that are (i) used or held exclusively in the operation of the Business in the manner in which it is now operated, or (ii) material to the ongoing operation of the Business as it is now conducted. Seller has good, valid and marketable title to all of the Sale Assets, free and clear of any Liens. Seller has the right to transfer the Sale Assets pursuant to the terms of this Agreement and the other Transaction Documents.

(b) Upon the delivery of the instruments of transfer described in Section 2.2 above to Buyer at the Closing, the Sale Assets, shall have been transferred to Buyer, free and clear of any Liens of any kind whatsoever.

3.6 **Tangible Personal Property.** Except as set forth on Schedule 3.6, as of Closing:

(a) The Tangible Personal Property is in good operating condition subject to ordinary wear and tear; and

(b) There is no material defect in the condition or operation of any item of the Tangible Personal Property which is reasonably likely to have a Material Adverse Effect.

3.7 **Contracts.**

(a) Except as otherwise provided in Schedule 3.7, the Contracts identified on Schedule 3.7 constitute all of the agreements currently in effect with advertisers, customers and sponsors. Except as set forth on Schedule 3.7, as applicable, (i) all Contracts listed on Schedule 3.7 are legal, valid and enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors'/debtors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in any proceeding at law or in equity; (ii) neither Seller nor, to the knowledge of Seller, any other party thereto, is in material breach of or in material default under any Advertiser Agreement; (iii) there has not occurred any event which, after the giving of notice or the lapse of time or both, would constitute a material default under, or result in the material breach of, any Advertiser Agreement; and (iv) Seller holds the right to enforce and receive the benefits under all of the Contracts, free and clear of all Liens.

3.8 **Litigation.** There are no claims, investigations or administrative proceedings, arbitrations or other proceedings pending or threatened against Seller which would individually or in the aggregate, if adversely determined, have a Material Adverse Effect, constitute a Material Adverse Condition or which would give any third party the right to enjoin the transactions contemplated by this Agreement. There is no basis for any such claim, investigation, action, suit or proceeding which would, individually or in the aggregate if adversely determined, have a Material Adverse Effect or constitute a Material Adverse

Condition. To the knowledge of Seller, there are no existing or pending orders, judgments or decrees of any court or governmental agency to which the Seller is a party.

3.9 **Labor Matters.**

(a) Seller is not a party to any collective bargaining agreement, and there is no collective bargaining agreement that determines the terms and conditions of employment of any employees of Seller.

(b) Except as set forth on Schedule 3.9: (i) there is no labor strike, dispute, slowdown or stoppage pending or, to the knowledge of Seller, threatened against the Business; (ii) there are neither any pending nor, to the knowledge of Seller, any threatened suits, actions, administrative proceedings, union organizing activities, arbitrations, grievances or other proceedings to which the Seller is a party; and there are no existing labor or employment or other controversies or grievances to which the Seller is a party involving employees of the Business; (iii) with respect to the Business, (A) Seller is in compliance in all material respects with all laws, rules and regulations relating to the employment of labor and all employment contractual obligations, including those relating to wages, hours, collective bargaining, affirmative action, discrimination, sexual harassment, wrongful discharge and the withholding and payment of taxes and contributions; (B) Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees; and (C) Seller is not liable to any present or former employees or any governmental authority for damages, arrears of wages or any tax or penalty for failure to comply with the foregoing.

3.10 **Compliance with Law.** The operation of the Business complied in the past and now complies in all material respects with all applicable statutes, laws, ordinances, rules and regulations of all federal, state, local or other governmental authorities, and all applicable orders, writs, injunctions or decrees of any court, commission, board, agency or other instrumentality. Seller has not been charged with, or to the knowledge of Seller, threatened with any charge concerning or under investigation with respect to any violation of any provision of law applicable to or materially affecting the Business.

3.11 **Tax Matters.** Except as required by Section 1.6, Buyer shall not have any liability for payment or otherwise with respect to any taxes arising out of, attributable to or affecting the Sale Assets or the conduct of the Business through the Closing because of the transactions contemplated under this Agreement and as a result of any action, inaction, error or omission by Seller before, on or after the Closing Date. Except as set forth in Section 1.6, there does not exist and will not exist any liability for taxes that may be asserted by any taxing authority against the Sale Assets or the conduct of the Business through the Closing for which Buyer will have any liability for payment or otherwise because of the transactions contemplated under this Agreement and as a result of any action, inaction, error or omission by Seller before, on or after the Closing Date, and no Lien for such taxes has or will attach to the Sale Assets through the Closing, except any Lien for ad valorem taxes for the calendar year of 2005 which are not yet due and payable.

3.12 **Absence of Insolvency.** No insolvency proceedings of any character including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with

creditors, voluntary or involuntary, (i) is pending against Seller or any of the Sale Assets, (ii) to the knowledge of Seller, is affecting Seller or any of the Sale Assets, or (iii) to the knowledge of Seller, is threatened, and Seller has made no assignment for the benefit of creditors, nor taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

3.13 **Products; Product Warranties.** Set forth on Schedule 3.13 attached hereto is a list of all products sold, licensed or marketed by Seller in connection with the Business (collectively, the “Products”) including, without limitation, Domain Names, program titles and themes. Except as set forth on Schedule 3.13, (a) there are no warranties express or implied, written or oral, with respect to the Products of the Business and (b) there are no pending or, to the knowledge of Seller, threatened claims with respect to any such warranty, and Seller has no liability with respect to any such warranty, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due.

3.14 **Intellectual Property.**

(a) Except for any Excluded Asset, all of the Seller’s Intellectual Property (as that term is defined below), together with its applicable registration or application information, is set forth on Schedule 3.14 attached hereto. For purposes hereof, the term “Intellectual Property” shall include all intangible properties other than the Excluded Assets that are (i) used or useful in the operation of the Business in the manner in which it has been and is now operated, or (ii) material to the ongoing operation of the Business as it is now conducted, and including, without limitation: (i) all patents, patent applications, patent rights and inventions and discoveries and invention disclosures (whether or not patented) (collectively, the “Patents”); (ii) and all trade names including trade dress, logos, packaging design, slogans, Domain Names, registered and unregistered trademarks and service marks and applications together with the goodwill of the business represented thereby (collectively, the “Marks”); (iii) all copyrights in both published and unpublished works (collectively, the “Copyrights”); (iv) all know-how, trade secrets, confidential or proprietary information and customer lists (collectively, the “Trade Secrets”); (v) all goodwill, franchises, licenses, permits, consents, approvals, technical information, telephone numbers, and claims of infringement against third parties (collectively, the “Rights”) and (vi) all contracts relating to the Intellectual Property and/or relating to the Products to which Seller is a party or is bound, including without limitation, all nondisclosure and/or confidentiality agreements entered into by persons in connection with disclosures by Seller relating to any disclosure made pursuant to this Agreement.

(b) Seller has exclusive ownership of, and has good, valid and marketable title to, all of the Intellectual Property, free and clear of any Liens, and has the right to use all of the Intellectual Property without payment to any third party; and Seller’s rights in all of such Intellectual Property are freely transferable subject to filing the instruments of transfer referred to in Section 2.2(c), above. Except as set forth in Schedule 3.14, the Intellectual Property constitutes all of the assets of Seller used or held by Seller in designing, creating, developing, marketing and distributing the Products. Seller has the exclusive right to use, license, distribute, transfer and bring infringement actions with respect to the Intellectual Property included in the Sale Assets and Seller is not obligated to and does not pay royalties or other fees to anyone for

its ownership, use, license or transfer of any of the Intellectual Property included in the Sale Assets.

(c) None of the sources included in the Products is copied from, based upon, or derived from any other source in violation of the rights of any third party. Any substantial similarity of the Products to any owned by any third party did not result from the Products being copied from, based upon, or derived from such similar products of such third party in violation of the rights of such third party or from any other violation of the rights of a third party

(d) Seller has taken all reasonable security measures to protect the secrecy, confidentiality and value of all Trade Secrets. To the knowledge of Seller, there has not been any breach by any party to any such confidentiality or non-disclosure agreement. The Trade Secrets have not been disclosed by Seller to any person or entity other than employees or contractors of Seller who had a need to know and use the Trade Secrets in the course of their employment or contract performance.

3.15 **Transactions with M. Adam Smith, L. Jason Smith and Jodie Smith.** Except as set forth on Schedule 3.15 hereto or in Section 8.2 hereof, neither Seller, M. Adam Smith, L. Jason Smith, Jodie Smith nor any member, manager or supervisory employee of Seller or, to the knowledge of Seller, any of their respective spouses or family members owns directly or indirectly on an individual or joint basis any material interest in, or serves as an officer or director or in another similar capacity of, any competitor or supplier of the Business, or any organization which has a material contract or arrangement with the Business.

3.16 **Permits.** To Seller's knowledge, Schedule 3.16 lists all the licenses, permits, easements, registrations, applications and authorizations (and any renewals, extensions, amendments or modifications thereof) (collectively, the "Approvals") required from federal, state or local authorities in order for Seller to conduct the Business consistent with past practice. Seller has obtained all such Approvals, which are valid and in full force and effect, and is operating in compliance therewith. Such Approvals include, but are not limited to, those required under federal, state or local statutes, ordinances, orders, requirements, rules, regulations, or laws pertaining to environmental protection, public health and safety, worker health and safety, buildings, highways or zoning.

3.17 **Customers and Suppliers.** Seller's relations with its customers and suppliers, taken as a whole, are good and there are not pending or, to Seller's knowledge, threatened claims or controversies with any customer or supplier that are material to the Sale Assets or the Business or could reasonable have a Material Adverse Effect on buyer.

3.18 **Financial Schedules.** Attached hereto as Schedule 3.18 are copies of documents which have been previously provided to Buyer related to the financial performance of the Business (collectively the "Financial Schedules"). The Financial Schedules have been prepared by management of Seller in accordance with Seller's historical accounting practices for the Business during the periods covered thereby and, in all material respects, comply with the Accounting Standards. For purposes of this Agreement, "Accounting Standards" shall mean that the applicable documents present fairly and accurately, in all material respects, the results of operations of the Business for the periods covered thereby. As of July 31, 2017, (the "Financial

Schedules Date"), Seller had no material liabilities or obligations of any kind with respect to the Business, whether accrued, contingent or otherwise, that are not disclosed and adequately reserved for on the Financial Schedules, other than immaterial liabilities incurred in the ordinary course of business which would not be reflected in the Financial Schedules under the Accounting Standards, applied consistently.

3.19 **Business Since the Financial Schedules Date.** Since the Financial Schedules Date:

(a) There has been no (i) material adverse change in the Business or in the Sale Assets, operations or financial condition of the Business and (ii) event, circumstance or combination thereof, whether arising prior to or after the Financial Schedules Date, that might reasonably be expected to result in a Material Adverse Condition;

(b) The Business has, in all material respects, been conducted in the ordinary course and in substantially the same manner as it was conducted before the date of the Financial Schedules Date;

(c) There has not been any material obligation or liability (contingent or other) incurred by Seller with respect to the Business, outside the ordinary course;

(d) There has not been any purchase, sale or other disposition, or any agreement or other arrangement, oral or written, for the purchase, sale or other disposition, of any material properties or assets of the Business, outside the ordinary course;

(e) There has not been any mortgage, encumbrance or Lien placed on any of the Sale Assets, nor any payment or discharge of a material Lien or liability of Seller which was not reflected on the Financial Schedules;

(f) There has not been any damage, destruction or loss, whether or not covered by insurance, adversely affecting the Business or Sale Assets;

(g) There has not been any change in the collection, payment and accounting policies used by Seller in the Business;

(h) There has not been any agreement or understanding, whether in writing or otherwise, for Seller to take any of the actions specified above; and

(i) Seller has not granted or agreed to grant any increase in the compensation of any employee of the Business (including any such increase pursuant to any bonus, pension, profit-sharing or other plan or commitment) or any increase in the compensation payable or to become payable to any employee of the Business, except for those granted in the ordinary course of business consistent with past practice.

3.20 **Traffic Report.** Attached hereto as Schedule 3.20 are copies of all the documents which have been previously provided to Buyer related to the number of page views and other customary and other specifically requested information relating to traffic on the

websites of the Business (collectively the "Traffic Report"). The Traffic Report fairly, accurately and completely sets forth the information contained therein. Since July 31, 2017, there have been no material adverse changes in the traffic on the websites of the Business.

3.22 **Privacy Policy.** Attached hereto as Schedule 3.22 is a copy of the Privacy Policy on the Website and associated with the Business.

3.23 **Terms of Use.** Attached hereto as Schedule 3.23 is a copy of the Terms of Use on the Website and associated with the Business.

3.24 **Broker's or Finder's Fees.** No agent, broker, investment banker or other person or firm acting on behalf of or under the authority of Seller or any affiliate of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, in connection with the transactions contemplated by this Agreement.

3.25 **Compliance with Patriot Act.** Seller is not nor will it become (i) a person whose property or interests in property are blocked pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) or (ii) a person or entity that knowingly engages in any dealings or transactions, or be otherwise knowingly associated, with any such person. Seller is not in violation of the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act) Act of 2001.

3.26 **Disclosures.** No representation or warranty by Seller contained in this Agreement nor any statement or certificate furnished or to be furnished by or on behalf of Seller to Buyer contains or will contain any untrue statement of material fact, or omits or will omit to state any material fact required to make the statements contained herein and therein not misleading. There is no fact (other than matters of a general economic nature which do not affect the Business uniquely) known to Seller that has not been disclosed by Seller to Buyer that might reasonably be expected to be a Material Adverse Condition.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 **Organization and Good Standing.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has all requisite power to own, operate and lease its respective properties and carry on its business as it is now being conducted and as the same will be conducted following the Closing. Buyer is, or at Closing will be, qualified to do business in each other jurisdiction in which it is required to so qualify by reason of the character of the property owned or leased by it or the nature of the business transacted by it.

4.2 **Authorization and Binding Effect of Agreements.** As to Buyer: (i) the execution and delivery, and the performance of its obligations under, this Agreement and each of the other Transaction Documents to which it is a party and the consummation by it of the transactions contemplated hereby and thereby to be consummated by it have been duly authorized and approved by all necessary action on its part; (ii) it has the power and authority to execute, deliver and perform its obligations under this Agreement and each of the other Transaction Documents to which it is a party and to consummate the transactions hereby and thereby contemplated to be consummated by it; (iii) this Agreement and each of the other Transaction Documents to which it is a party have been, or at the Closing will be, duly executed and delivered by it; and (iv) this Agreement constitutes (and each of the other agreements and documents to which it is a party, when so executed and delivered by it, will constitute) legal and valid obligations of it enforceable against it in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights or remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether such enforceability is sought in a proceeding in equity or at law).

4.3 **Absence of Conflicts.** The execution, delivery and the performance of the obligations of Buyer under this Agreement, and each of the other Transaction Documents, to which Buyer may be a party and the consummation by them of the transactions contemplated hereby and thereby:

(a) Do not (with or without the giving of notice or the passage of time or both) violate (or result in the creation of any Lien on any of the assets or properties of it) any provision of law, rule or regulation or any order, judgment, injunction, decree or ruling applicable to it in any manner which could have a material adverse effect on its assets, business, operation or financial condition or results of operations; and

(b) Do not (with or without the giving of notice or the passage of time or both) conflict with or result in a breach or termination of, or constitute a default or give rise to a right of termination or acceleration under, its certificate of incorporation or bylaws or any lease, agreement, commitment or other instrument to which it is a party or by which it or any material portion of its assets or properties may be bound.

4.4 **Consent of Third Parties.** The execution and delivery of, and the performance of Buyer's obligations under, this Agreement and each of the other Transaction Documents and the consummation by Buyer of the transactions contemplated hereby and thereby, do not require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or public agency or other authority, or the consent of any person under any agreement, arrangement or commitment of any nature to which it is a party or by which it or any material portion of its assets or properties is bound.

4.5 **Compliance with Patriot Act.** Buyer is not nor will it become (i) a person whose property or interests in property are blocked pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) or (ii) a

person or entity that knowingly engages in any dealings or transactions, or be otherwise knowingly associated, with any such person. Buyer is not in violation of the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act) Act of 2001.

4.6 **Disclosures**. No representation or warranty of Buyer in this Agreement or any other Transaction Document furnished by Buyer or on its behalf contains or will contain any untrue statement, or omits or will omit to state a material fact required to be disclosed hereunder.

ARTICLE V

CONDITIONS PRECEDENT TO THE OBLIGATION OF BUYER TO CLOSE

Buyer's obligation to close the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, unless waived by Buyer in writing:

5.1 **Accuracy of Representations and Warranties**. The representations and warranties of Seller contained in this Agreement or any other document shall be complete and correct in all material respects on the Closing Date.

5.2 **Performance of Agreement**. Seller shall have performed in all material respects all of its covenants, agreements and obligations required by this Agreement and each of the other Transaction Documents to be performed, or complied with, by it on the Closing Date.

5.3 **Adverse Proceedings**. Buyer shall not be subject to any ruling, decree, order or injunction restraining, imposing material limitations on or prohibiting the consummation of the transactions contemplated hereby; and no litigation, proceeding or other action seeking to obtain any such ruling, decree, order or injunction shall be pending or shall have been threatened in writing.

5.4 **Reasonable Best Efforts**. Subject to the terms and conditions of this Agreement, each of the parties hereto will use its reasonable best efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement.

5.5 **Conveyance Free and Clear of Liens**. At or prior to the Closing, Seller shall obtain executed releases, in suitable form for filing and otherwise in form and substance reasonably satisfactory to Buyer, of any security interests granted in the Sale Assets and properties as security for payment of loans and other obligations or judgments and of any other Liens on the Sale Assets. At the closing Seller shall transfer and convey to Buyer all of the Sale Assets free and clear of all Liens except Permitted Liens. For purposes hereof, "Permitted Liens" shall mean (i) liens for taxes not due and payable; and (ii) mechanics, materialmen's, carriers', warehousemen's, landlords' or other similar liens in the ordinary course of business for sums not yet due.

5.6 **No Solicitation.**

(a) Seller will immediately cease any existing discussions or negotiations with any third parties conducted prior to the date hereof with respect to any Acquisition Proposal (as defined below). Seller shall not, directly or indirectly, through any officer, director, employee, representative or agent, or otherwise:

(i) solicit, initiate, continue or encourage any inquiries, proposals or offers that constitute, or could reasonably be expected to lead to, a proposal or offer for a merger, consolidation, business combination, sale of the Sale Assets (or any of them), sale of substantially all the assets or a sale of at least a majority of capital stock (including, without limitation, by way of a tender offer) involving Seller, other than the transactions contemplated by this Agreement, (any of the foregoing inquiries or proposals are being referred to in this Agreement as an "Acquisition Proposal"),

(ii) solicit, initiate, continue or engage in negotiations or discussions concerning, or provide any information or data to any person or entity relating to, or otherwise cooperate in any way with, or assist or participate in, or facilitate or encourage any Acquisition Proposal, or

(iii) agree to, approve or recommend any Acquisition Proposal;

5.8 **Deliveries.** At the Closing, Seller shall deliver or cause to be delivered to Buyer, in form and substance reasonably satisfactory to Buyer and its counsel, the following:

(a) Instruments of transfer referred to in Section 2.2, above, duly executed and delivered by the Seller;

(b) The Records;

(c) Subject to Section 5.5, Releases, in suitable form for filing and otherwise in form and substance reasonably satisfactory to Buyer, duly executed and delivered, of any security interests granted in the Sale Assets as security for payment of loans and other obligations and of any other Liens;

(d) A certificate executed by Seller's Secretary certifying consent of the members and managers of Seller to the consummation of the transactions contemplated by this Agreement and authorizing the execution and delivery by Seller of this Agreement and the other Transaction Documents to which Seller is a party, (including a certificate of incumbency) the performance by Seller of its obligations hereunder and thereunder and the consummation by it of the transactions contemplated hereby and thereby;

(e) (i) A certificate as of a recent date of the corporate existence of Seller under the laws of its jurisdiction of organization, from the Secretary of State (or comparable governmental authority) of such jurisdiction, (ii) a certificate as of a recent date of the qualification of Seller to conduct business as a foreign entity in each jurisdiction where it is so

qualified as of the Closing Date, from the Secretary of State (or comparable governmental authority) of such jurisdiction, and (iii) a tax clearance certificate, a tax good standing certificate, a certificate of no tax due, or similar certificate or letter as to Seller, from the Department of Revenue (or comparable governmental authority) in each applicable jurisdiction under (i) and (ii) above;

(f) A certificate, signed by the president of the Seller, certifying that the conditions specified in Section 5.1 and Section 5.2 are satisfied as of the Closing Date;

(g) Estoppel certificates or other verifications from advertisers, customers, and third-party vendors, each in a form acceptable to Buyer.

(h) All required approvals and third-party consents, including those of customers, advertisers/sponsors, lenders, lessors, and regulatory authorities.

(i) Non-competition agreements for certain of Seller's employees, to be identified by Buyer.

(j) Such additional information and materials as Buyer shall have reasonably requested.

5.9 **Buyer's Satisfaction**. All legal matters, documentation or other proceedings incident to the transactions contemplated hereby shall be reasonably satisfactory in form and substance to Buyer; all consents shall have been obtained, and all related filings, if any, shall have been made, and all Approvals shall be in full force and effect and Buyer shall have received such copies thereof as it shall have requested; all applicable waiting periods shall have expired without any adverse action being taken by any governmental authority having jurisdiction.

5.10 **Due Diligence Reviews**. Buyer shall, in its sole discretion, be satisfied with its business, accounting, financial, sales, legal and other due diligence reviews of Seller and the Business.

ARTICLE VI

CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE

Seller's obligation to close the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, unless waived by Seller in writing:

6.1 Accuracy of Representations and Warranties

(a) The representations and warranties of Buyer contained in this Agreement or any other Transaction Document shall be complete and correct in all material respects on the Closing Date.

(b) Buyer shall have delivered to Seller on the Closing Date a certificate that the conditions specified in Section 6.1(a) and Section 6.2 are satisfied as of the Closing Date.

6.2 **Performance of Agreement.** Buyer shall have performed in all material respects all of its covenants, agreements and obligations required by this Agreement and each of the Transaction Documents to be performed, or complied with, by it on the Closing Date.

6.3 **Adverse Proceedings.** Seller shall not be subject to any ruling, decree, order or injunction restraining, imposing material limitations on or prohibiting the consummation of the transactions contemplated hereby; and no litigation, proceeding or other action seeking to obtain any such ruling, decree, order or injunction shall be pending or shall have been threatened in writing.

6.4 **Buyer's Deliveries.** At the Closing, Buyer shall deliver or cause to be delivered to Seller, in form and substance satisfactory to Seller's counsel, the following:

- (a) The Purchase Price pursuant to the requirements of Section 1.4;
- (b) Duly executed assignment and assumption agreements assuming the Assumed Liabilities (to the extent any such Assumed Liabilities are not in default);
- (c) Resolutions of Buyer and authorizing the execution and delivery by Buyer of this Agreement and the other Transaction Documents to which it is a party, the performance by it of its obligations hereunder and thereunder and the consummation by it of the transactions contemplated hereby and thereby;
- (d) Such additional information and materials as Seller shall have reasonably requested;

ARTICLE VII

PRE-CLOSING COVENANTS

7.1 **Access; Information; Confidentiality; Publicity.**

(a) Prior to the Closing, Seller shall give Buyer and its representatives full and reasonable access during normal business hours to all of Seller's properties, books, contracts, reports and records including financial information, in each case relating to the Business, in order that Buyer have full opportunity to make such investigation as they desire of the Sale Assets and the Business, and Seller shall furnish Buyer with such information Buyer may reasonably request in connection therewith. The rights of Buyer under this Section 7.1 shall not be exercised in such a manner as to interfere unreasonably with the ongoing operation of the Business.

(b) Between the date of this Agreement and the Closing, the Seller shall (i) keep Buyer reasonably informed of all material operational matters and business developments with respect to the Business, and (ii) furnish Buyer with any information customarily prepared by Seller concerning the financial condition of the Business that the Buyer may request.

(c) Subject to the requirements of applicable law each party shall keep confidential all information obtained by it with respect to the other party hereto in connection with this Agreement and the negotiations preceding this Agreement ("Confidential Information"); provided that, each party hereto may furnish such Confidential Information to its employees, agents and representatives who need to know such Confidential Information (including its financial and legal advisers, its banks and other lenders) (collectively, "Representatives"). Each party hereto shall, and shall cause each of such party's Representatives to, use the Confidential Information solely in connection with the transactions contemplated by this Agreement. If the transactions contemplated hereby are not consummated for any reason, each party shall return to such other party hereto, without retaining a copy thereof, any schedules, documents or other written information obtained from such other party in connection with this Agreement and the transactions contemplated hereby. Notwithstanding anything contained in this Section 7.1, no party shall be required to keep confidential or return any Confidential Information which: (i) is known or available through other lawful sources, not bound by any confidentiality agreement with the disclosing party; (ii) is or becomes publicly known through no fault of the receiving party or its agents; (iii) is required to be disclosed pursuant to an order or request of a judicial or governmental authority (provided the disclosing party is given reasonable prior notice of the order or request and the purpose of the disclosure); or (iv) is developed by the receiving party independently of the disclosure by the disclosing party. The obligations of the parties under this Section 7.1 shall survive the Closing of this Agreement.

(d) No news release or other public announcement pertaining to the transactions contemplated by this Agreement will be made by or on behalf of any party hereto without the prior written approval of the other party (such consent not to be unreasonably withheld or delayed). Notwithstanding the provisions of the preceding sentence, either party hereto or its Affiliates (a "Releasing Party") may, in accordance with its legal obligations, including but not limited to filings permitted or required by the Securities Act of 1933, the Securities and Exchange Act of 1934, the New York Stock Exchange and other similar regulatory bodies, make (i) such press releases and other public statements and announcements ("Releases") as the Releasing Party deems necessary or appropriate in connection with this Agreement and the transactions contemplated hereby, and (ii) any and all statements the Releasing Party deems in its sole judgment to be appropriate in any and all filings, prospectuses and other similar documents. The Releasing Party shall use reasonable efforts to provide the other parties hereto with a copy of any Releases before any publication of same, provided that, if the content of the Release is, in the sole judgment of the Releasing Party reasonably exercised, substantially similar to the content of a Release previously provided to the other parties, the Releasing Party shall have no obligation to provide the other party with a copy of such Release. The other party may make comments to the Releasing Party with respect to any such Releases provided to them; provided, however, that the Releasing Party is not required to incorporate any such comments into the Releases.

7.2 **Inconsistent Actions.** Prior to the Closing, no party shall take any action which is materially inconsistent with its obligations under this Agreement, or that could hinder or delay in any material respect the consummation of the transactions contemplated by this Agreement.

7.3 **Cooperation.** Each party shall cooperate fully with each other and its respective counsel and accountants in connection with any actions required to be taken as part of its obligations under this Agreement, and each party will use its reasonable efforts to consummate the transactions contemplated hereby and to fulfill its obligations hereunder; provided, however, that no party shall be required to make any payments to any third party in order to obtain the consent of any such third party.

7.4 **Risk of Loss.** The risk of any loss, damage, impairment, confiscation, or condemnation of any of the Sale Assets from any cause whatsoever shall be borne by Seller at all times prior to the Closing. If there is any loss, damage, impairment, confiscation, or condemnation of or to any of such assets, Seller shall repair, replace or restore such assets (the "Damaged Assets") to their prior condition as represented in this Agreement as soon thereafter as possible; provided, however, that Seller shall have no obligation to repair or replace any immaterial or obsolete asset no longer necessary or useful for the continued operation of a Business consistent with past practice. If Seller is unable to repair or replace the Damaged Assets by the Closing Date, then Buyer shall be entitled to a credit against the Purchase Price an amount reasonably estimated to be 125% of the costs to repair or replace the Damaged Assets after the Closing.

7.5 **Third Party Consents.** Between the date of this Agreement and the Closing, Seller shall use its reasonable efforts to obtain the consent of any third party necessary for the assignment of any contract or agreement to be assigned hereunder. In the event of a consent required with respect to the assignment of a contract that has not been obtained before the Closing, then the Seller shall use its commercially reasonable efforts to provide the other party with the benefits of any such contract until such consent is obtained, provided that Buyer shall undertake to pay or satisfy the corresponding liabilities for the enjoyment of such benefits to the extent Buyer would have been responsible therefor if such consent had been obtained.

7.6 **Conduct of the Business Prior to the Closing Date.** Seller covenants and agrees with Buyer that between the date hereof and the Closing Date, unless the Buyer otherwise agrees in writing, Seller shall:

(a) Keep the Business operating in a manner consistent with its historic operations:

(b) Maintain insurance upon all of the tangible Sale Assets in such amounts and of such kind materially comparable to that in effect on the date hereof with respect to such Sale Assets with insurers of substantially the same or better financial condition;

(c) Operate the Business in material accordance with all rules and regulations, statutes, ordinances and orders of all governmental authorities having jurisdiction over any aspect of the operation of the Business, except where the failure to so operate would not have a material adverse effect on the Sale Assets or the operation of the Business or on the ability of Seller to consummate the transactions contemplated hereby; provided, however, that nothing herein contained shall be interpreted to require Seller to maintain any certain level of sales or revenue.

(d) Maintain the Records of the Business in Seller's customary manner on a basis materially consistent with prior years;

(e) Comply in all material respects with all agreements and Advertising Agreements now or hereafter existing which are material, individually or in the aggregate, to the operation of the Business;

(f) Promptly notify Buyer of any material default by, or claim of default against, any party under any agreements or Advertising Agreement which are material, individually or in the aggregate, to the operation of the Business, and any event or condition which, with notice or lapse of time or both, would constitute a material default under such agreements;

(g) Not mortgage, pledge or subject to any Lien (except in the ordinary course of business) any of the Sale Assets;

(h) Not sell, lease or otherwise dispose of, nor agree to sell, lease or otherwise dispose of, any of the Sale Assets, except for dispositions in the ordinary course of business;

(i) Not amend or terminate any agreement or Advertising Agreement, other than in the ordinary course of business;

(j) Not introduce any material change with respect to the Business; and,

(k) Notify Buyer of any material litigation pending or threatened against the Business or Seller or any material damage to or material destruction of any assets included or to be included in the Sale Assets.

7.7 Tax Returns and Payments. To the extent the failure to file any return, estimate, or report or pay any taxes would result in a Lien on the Sale Assets:

(a) All tax returns, estimates, and reports required to be filed by Seller prior to the Closing Date or relating to periods prior to the Closing Date will be timely filed with the appropriate governmental agencies unless valid extensions therefor shall have been obtained.

(b) All taxes pertaining to ownership of the Sale Assets or operation of the Business prior to the Closing Date will be timely paid; provided that Seller shall not be required to pay any such tax so long as the validity thereof shall be contested in good faith by appropriate proceedings and Seller shall have set aside adequate reserves with respect to any such tax.

ARTICLE VIII
CERTAIN POST-CLOSING COVENANTS

8.1 **Confidentiality.** From and after the Closing, Seller shall, and shall cause its representatives to hold in strict confidence and, except as required by applicable law, not disclose

to others (except its representatives) or use for any reason whatsoever without the prior written consent of Buyer, (i) any information (unless previously known to Seller or any of its affiliates from sources other than Buyer or any of its affiliates or ascertainable from public or published information or trade sources) received by Seller or any of its respective affiliates from Buyer or any of its affiliates concerning Buyer or its affiliates, or (ii) any information (unless ascertainable from public or published information or trade sources) concerning the Sale Assets or the Business, provided that this Section 8.1 shall not be deemed to prohibit any disclosure of such information that is legally required or reasonably necessary for financial or tax reporting purposes or any information relating to the Excluded Assets.

8.2 Non-Competition

(a) Except as otherwise permitted on Schedule 8.2(a), Seller, M. Adam Smith, L. Jason Smith and Jodie Smith agree that during the period commencing on the Closing Date and continuing thereafter until for a period of three (3) years, without Buyer's prior written consent, Seller, M. Adam Smith, L. Jason Smith and Jodie Smith will not, anywhere within the Territory, either as proprietor, principal, agent, representative, member, manager, employee, partner, shareholder, director, officer, consultant, joint venturer or otherwise, (i) become engaged or involved in any business that competes with Buyer in the Business; (ii) induce or attempt to induce any customer, supplier, or employee of the Buyer to reduce, terminate, restrict or otherwise alter its business relationship with the Buyer; or (iii) hire any employee of the Buyer.

(b) For the purposes of this Section 8.2, the "Territory" shall mean only the following geographical areas:

- (i) Frisco, Texas;
- (ii) the counties of Collin or Denton in the State of Texas;
- (iii) the State of Texas;
- (iv) Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming;
- (v) Each and every county in each and every state in which the Buyer has sold or solicited sales related to the Business;
- (vi) Each and every county in each and every state in which the Buyer has an office or place of business or in which the Buyer conducts business;
- (vii) North America;

- (viii) South America;
- ix) England; and
- (x) the World.

The parties intend the above geographical areas to be completely severable and independent, and any invalidity or unenforceability of this Section 8.2 with respect to any one area shall not render this Section 8.2 unenforceable as applied to any one or more of the other areas.

(c) Seller acknowledges that Buyer may have no adequate means to protect its rights under this Section 8.2 other than by securing an injunction (a court order prohibiting Seller from violating this Section 8.2). Seller agrees that Buyer may enforce this Section 8.2 by obtaining a preliminary and permanent injunction and any other appropriate equitable relief in any court of competent jurisdiction. Seller acknowledges that Buyer may seek such equitable relief without being obliged to prove actual damages or to post bond or other security. Seller acknowledges that the recovery of damages will not be an adequate means to redress a breach of this Section 8.2, but nothing in this Section 8.2 shall prohibit Buyer from pursuing any remedies in addition to injunctive relief, including recovery of damages.

(d) **“Blue-Penciling”; Extension; Severability.** If any provision or part of this Section 8.2 is held to be unenforceable because of the area, scope of business or duration covered by such provision, the parties hereto agree to modify such provision, or that the court making such determination shall have the power to modify such provision, to reduce the area, scope of business, or duration, as the case may be, or any combination of the foregoing, or to delete specific words or phrases herefrom (“blue-penciling”), and in its reduced or blue-penciled form, such provision shall then be enforceable and shall be enforced. If Seller violates any of the restrictive covenants set forth on this Section 8.2 then the time limitation otherwise applicable shall be extended for a period of time equal to the period of time during which such breach or breaches occurred. The parties intend the above restrictions on competition to be severable completely and independent, and any invalidity or unenforceability of any one or more of such restrictions shall not render invalid or unenforceable any one or more of the other restrictions.

8.3 **Further Assurances.** In addition to the actions, documents and instruments specifically required to be taken or delivered by this Agreement, at the Closing or from time to time thereafter, and without further consideration, the parties hereto shall take such other actions, and execute and deliver such other documents and instruments, including, without limitation, resale certificates for inventory, as the other party or parties hereto or their respective counsel may reasonably request in order to effectuate and perfect the transactions contemplated by this Agreement.

8.4 **Accounts Receivable.** Buyer acknowledges that Seller is retaining ownership of all accounts receivable for goods sold and services rendered by Seller prior to the Closing Date and that such accounts receivable are Excluded Assets (the “Seller Accounts Receivable”). From and after the Closing Date, Seller shall be permitted to contact account debtors with respect to any of the Seller Accounts Receivable for purposes of collection thereof and to instruct account debtors to remit payments for the Seller Accounts Receivable directly to Seller. Buyer shall

promptly remit, turnover and endorse to Seller any payments representing Seller Accounts Receivable received by Buyer after the Closing Date. Seller shall promptly remit, turnover and endorse to Buyer any payments representing accounts receivable arising from the sale of goods or services by the Business after the Closing Date.

ARTICLE IX

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

9.1 **Survival of Representation and Warranties.** Notwithstanding the making of this Agreement, any examination or investigation of any party hereto and the Closing hereunder, all representations and warranties contained in this Agreement or the other Transaction Documents (excluding any employment agreement constituting a Transaction Document) shall survive the Closing for a period of twelve (12) months (the "Survival Period"). No claim with respect to any representation or warranty contained in this Agreement may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the Survival Period. In the event such notice is given, the right to indemnification with respect thereto under this Article IX shall survive the Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied. Notwithstanding the foregoing, the provisions for survival and the making of claims shall not apply to the covenants and obligations of the parties under this Agreement (unless otherwise expressly provided) and the obligations associated with the Contracts, which agreements shall be governed by their own terms.

9.2 **Indemnification in General.** Buyer and Seller agree that the rights to indemnification and to be held harmless set forth in this Article IX shall, as between the parties hereto and their respective successors and assigns, be exclusive of all rights to indemnification and any other type or form of recourse that such party (or its successors or assigns) would otherwise have by statute, common law or otherwise.

9.3 **Indemnification by Seller.**

(a) Seller shall indemnify and hold harmless Buyer and any officer, director, parent, subsidiary and affiliate thereof with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, damages, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of:

(i) Any breach or nonperformance by Seller of any of its representations and warranties and covenants or agreements set forth in this Agreement or any other Transaction Document; or

(ii) The ownership or operation of the Business and Sale Assets by Seller prior to the Closing (other than the Assumed Liabilities); or

- (iii) All other liabilities and obligations of Seller other than the Assumed Liabilities; or
- (iv) Noncompliance by Seller with the provisions of the Bulk Sales Act, if applicable, in connection with the transactions contemplated by this Agreement; or
- (v) All liabilities and obligations of Seller under the Advertising Agreements required to be performed by Seller prior to the Closing or arising from Seller's breach of any Advertising Agreement prior to the Closing.

(b) Notwithstanding anything contained herein to the contrary, if Closing occurs, Seller shall not be obligated to indemnify Buyer hereunder unless and until the aggregate amount of all claims, liabilities, damages, losses, costs and expenses exceeds the Threshold Limitation, in which case, Buyer shall then be entitled to indemnification of the entire aggregate amount in excess of the Threshold Limitation. As used in this Agreement, the term "Threshold Limitation" shall mean and refer to the lesser of Five Thousand Dollars (\$5,000) for all claims, liabilities, damages, losses, costs and expenses and One Thousand Dollars (\$1,000) for any individual claim liability, damage, loss, cost or expense.

9.4 **Indemnification by Buyer.**

(a) Buyer shall indemnify and hold harmless Seller and any officer, director and affiliate or subsidiary thereof with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of:

- (i) Any breach or nonperformance by Buyer of any of its representations and warranties (subject to the Survival Period) and covenants or agreements set forth in this Agreement or any other document; or
- (ii) The ownership or operation by Buyer of the Business and Sale Assets by Buyer from and after the Closing; or
- (iii) Liabilities and obligations arising after the Closing under the Assumed Liabilities.

(b) Notwithstanding anything contained herein to the contrary, if Closing occurs, Buyer shall not be obligated to indemnify Seller hereunder unless and until the aggregate amount of all claims, liabilities, damages, losses, costs and expenses exceeds the Threshold Limitation, in which case, Seller shall then be entitled to indemnification of the entire aggregate amount in excess of the Threshold Limitation.

ARTICLE X

MISCELLANEOUS

10.1 **Payment of Expenses.** Each of the parties hereto shall bear its own expenses, including the fees of any attorneys and accountants engaged by such party, in connection with this Agreement and the other Transaction Documents and the consummation of the transactions contemplated herein and therein.

10.2 **Notices.** All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, or by telegram, facsimile machine or similar written means of communication, addressed as follows (to the extent applicable for such delivery):

(a) if to Seller, to:

Adam Smith, CEO
TeacherTube, LLC
2770 Main Street, Suite #157
Frisco, Texas 75034
Telephone: (214)491-8423

(b) if to Buyer, to:

Salem Web Network, LLC
4880 Santa Rosa Road, Suite 100
Camarillo, California 93012
Attn: Christopher J. Henderson
Telephone: (805) 987-0400
Facsimile No.: (805) 384-4505

or such other address with respect to any party hereto as such party may from time to time notify (as provided above) to the other party hereto. Any such notice, demand or communication shall be deemed to have been given (i) if so mailed, as of the close of the third business day following the date so mailed, and (ii) if personally delivered or otherwise sent as provided above, on the date received.

10.3 **Entire Agreement.** This Agreement and the other Transaction Documents, and the schedules and exhibits hereto and thereto, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede any prior negotiations, agreements, understandings or arrangements between the parties hereto with respect to the subject matter hereof.

10.4 **Binding Effect; Benefits.** Except as otherwise provided herein, this Agreement and all other Transaction Documents shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the parties hereto and their respective successors or assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.5 **Assignment.** This Agreement and any rights hereunder shall not be assignable by either party hereto without the prior written consent of the other party; provided, however, that Buyer may assign its rights and obligations under this Agreement to any affiliate thereof without obtaining Seller's consent.

10.6 **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the internal laws of the State of Virginia, without giving effect to the conflicts of laws principles thereof. The parties hereby consent and agree to the non-exclusive jurisdiction and to the venue of any federal court for any geographic area which includes Richmond, Virginia, in any proceedings under this Agreement or any of the other Transaction Documents and hereby waive any objection to any such proceedings based on improper venue or *forum non conveniens*. The parties hereby further consent and agree to the exercise of personal jurisdiction over them by such courts with respect to any such proceedings and waive any objection to the assertion or exercise of such jurisdiction.

10.7 **Amendments and Waivers.** No term or provision of this Agreement may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions.

10.8 **Severability.** Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

10.9 **Headings.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof

10.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Notwithstanding the execution of each counterpart elsewhere, each counterpart and each Transaction Document shall be deemed executed in Nashville, Tennessee on and as of the date and time of the last signatory.

10.11 **References.** All references in this Agreement to articles and sections are to articles and sections contained in this Agreement unless a different document is expressly specified.

10.12 **Definition of "Knowledge."** With respect to any representation or warranty contained in this Agreement which is made to the "knowledge" or "best knowledge" of a party, such terms shall be limited to mean only the knowledge of such party after reasonable inquiry or investigation only of such party's (i) officers, (ii) directors and (iii) employees responsible for the subject matter corresponding to such representation or warranty.

{Signatures on the following page.}

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above.

SELLER:

BUYER:

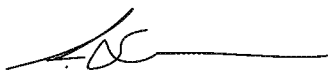
TeacherTube, LLC

Salem Web Network, LLC


By: 
Name: M. Adam Smith
Title: Chief Financial Officer

By: _____
David A.R. Evans
President – New Media

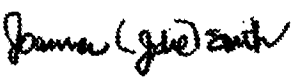
M. ADAM SMITH


M. Adam Smith

L. JASON SMITH


L. Jason Smith

JODIE SMITH


Jodie Smith

SIGNATURE PAGE TO PURCHASE AGREEMENT

INDEX OF SCHEDULES

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Schedule 1.1(g)	Applications
Schedule 1.1(h)	Social Media Accounts
Schedule 1.1(i)	Records
Schedule 1.1(k)	Miscellaneous Assets
Schedule 1.2(b)	Personal Items
Schedule 1.2(g)	Excluded Assets
Schedule 1.4	Wire Instructions
Schedule 3.1	Organization and Good Standing
Schedule 3.6	Tangible Personal Property
Schedule 3.7	Contracts
Schedule 3.9	Labor Matters
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Schedule 3.15	Transactions with M. Adam Smith, L. Jason Smith and Jodie Smith
Schedule 3.16	Licenses, Permits, and Approvals
Schedule 3.18	Financial Schedules
Schedule 3.20	Traffic Report
Schedule 3.22	Privacy Policy
Schedule 3.23	Terms of Use
Schedule 8.2(a)	Non-Competition (Permitted Activities)

Schedule 1.1(d)
Domain Names

teachertube.com
classrooms.teachertube.com
blog.teachertube.com
cdn-media1.teachertube.com
network.teachertube.com
marketing.teachertube.com
smtp.teachertube.info(mail-server)
teachertube.com/api/search (API)

Schedule 1.1(g)
Applications

TeacherTube iOS application

TeacherTube Android application

Schedule 1.1(h)
Accounts

FACEBOOK PAGE:

<https://www.facebook.com/fansofteachertube/>

TWITTER:

<https://twitter.com/teachertube>

PINTEREST:

<https://pinterest.com/teachertube>

INSTAGRAM:

<https://instagram.com/teachertubecom>

LINKEDIN:

<https://www.linkedin.com/company/teachertube>

GOOGLE + :

<https://plus.google.com/+teachertube>

WIKIPEDIA:

<https://en.wikipedia.org/wiki/teachertube>

BLOG:

<http://blog.teachertube.com>

Schedule 1.1(i)
Records

- a. Advertiser information: All advertising with Adsense.
- b. User Information: All user information for the Websites is contained in TeacherTube Database (approx 1,575,956 emails).
- c. Server Hosting: The Websites are hosted by TeacherTube, LLC (self-hosted), BlueHost (Classroom Server), Level 3 (CDN).
- d. Email addresses and accounts: (last counted (1,575,956)
- e. Customer Lists (past and present customers). Customer list to be provided at Closing.
- f. Databases: The website is a dynamic php site hosted with PHP, Apache, Linux, Ubuntu, MySQL..

Schedule 1.1(k)
Miscellaneous Assets

TeacherTube.com YouTube Channel:

1. <https://www.youtube.com/user/teachertubemath> (TeacherTube Math)
2. <https://www.youtube.com/channel/UCaliYIPIlxGd-IsnKEru50w> (TeacherTube Studios)
3. <https://www.youtube.com/user/teachertubeSPED> (TeacherTube SPED)

Schedule 1.2(b)
Personal Items

NONE

Schedule 1.2(g)
Excluded Assets

Adam Smith – Computer
Jason Smith - Computer

Schedule 1.4
Wire Instructions

Account / Beneficiary Name: TeacherTube, LLC (Adam Smith, Owner)

Bank Name: Chase Bank
Bank Address: 1680 W. University Dr.
McKinney, Texas 75069
Phone: (214) 733-8244

Account Number: 722724895
Routing Number: 111000614

Schedule 3.1
Organization and Good Standing

TeacherTube, LLC is a limited liability company duly organized and validly existing under the laws of the State of Texas.

Schedule 3.6
Tangible Personal Property

Xeon E5-2609 v2 CPUs, 4 cores/4 threads, 2.5GHz, 10MB L3, 80W
SWT Dual Xeon 1U Value platform, 600W power, 2x Gbit Lan, IPMI, mounting kit
256GB DDR3-1600 PC3-12800 memory, Reg. ECC, dual rank, 16 DIMMs
Two 500GB SATA 6Gb/s drives, 7200RPM, in hot swap drive bays
Slim 8X DVD-RAM/-R/+R/-RW/+RW drive, dual layer
Ubuntu 12.05 LTS Server
IO port: 4 x USB, 1 x VGA, 3 x RJ45
Onboard graphics card w/ 16mb
Built-in Gigabit network w/ two Gbit ports

One (1) server with above configuration: 2015
\$5500

Product: X9SCL/X9SCM
Vendor: Supermicro
CPU: Intel(R) Xeon(R) CPU E31230 @ 3.20GHz
RAM: 3x8 = 24 GB total (DDR3-1333 PC3-10666 memory, ECC)
Disk Storage : 500 GB Sata Disk .
Network: 2 Ethernet ports (Gbit/s)
Chassis kind= 2U and 8 Drive bays

Fourteen (14) Servers with above configuration: 2013 w/ 2015 upgrades of ram
\$1700

Schedule 3.7
Contracts

1. A Flowplayer License/Subscription (under Invoice number 78865210) dated November 18, 2016 between Flowplayer Oy and Mac Smith (adam@teachertube.com) for Billing Period 10/18/2016 to 11/18/2016. *(Buyer will assume)*
2. Google Services Agreement (under Google Internal Contract ID: 225705) dated May 5, 2014 between Google, Inc. and TeacherTube, LLC. *(Buyer will assume)*
3. Quotation/Customer Order number CDN005405 dated 11/17/2016 between Level(3) and Teacher Tube for the following online services: Object Delivery; Secure Delivery – Premium SSL; and Origin Storage. *(Buyer will assume)*
4. PubGalaxy - Master Services Agreement dated 8/2/2016 between Titan Gate AD (“Titan Gate”) (existing under the laws of Bulgaria) and TeacherTube, LLC (“Publisher”) for services to facilitate transactions between Publisher and Advertisers/Direct Advertisers. *(Buyer will assume)*
5. Pub Ventures Publisher Agreement dated August 9, 2016 between Pub Ventures Media Corp. (“PVM”) and TeacherTube, LLC (“Publisher”) for online advertising sale and management service. *(Buyer will assume)*
6. Trade Vendor Purchasing Agreement dated 5/8/2017 between Office Depot, Inc. and Teacher Tube, LLC. Also incorporated herein is the Statement of Work #1 (“SOW”) dated May 8, 2017. *(Buyer will assume)*
7. Advertiser Insertion Order dated June 28, 2017 between Syncor, Inc. and TeacherTube, LLC (“Publisher”). *(Buyer will assume)*
8. Publisher Agreement dated June 1, 2017 Taboola, Inc. and TeacherTube, LLC (“Publisher”). *(Buyer will assume)*
9. Master Services Agreement dated September 13, 2010 between Colo4, LLC and Teacher Tube, LLC. Also incorporated herein are *Service Order dated January 1, 2013* between Colo4, Inc. and Teacher Tube, LLC; *Service Order dated September 25, 2013* between TierPoint Texas, LLC f/n/a Colo4, LLC and Teacher Tube, LLC; and *Service Order dated July 3, 2013* between TierPoint Texas, LLC (“f/n/a Colo4, LLC”) and Teacher Tube, LLC. *(Buyer will assume)*
10. JW5 Player License *(Buyer will assume)*

Schedule 3.9
Labor Matters

NONE

Schedule 3.13
Products

NONE

Schedule 3.14
Intellectual Property

Registered Trademarks and Service Marks:

TeacherTube

- **Trademark** Reg. No. 4,514,325 registered on April 15, 2014 with the United States Patent and Trademark Office
- **Service Mark** Reg. No. 4,536,660 registered on May 27, 2014 with the United States Patent and Trademark Office



- **Trademark** Reg. No. 4,536,661 registered on May 27, 2014 with the United States Patent and Trademark Office
- **Service Mark** Reg. No. 4,536,662 registered on May 27, 2014 with the United States Patent and Trademark Office

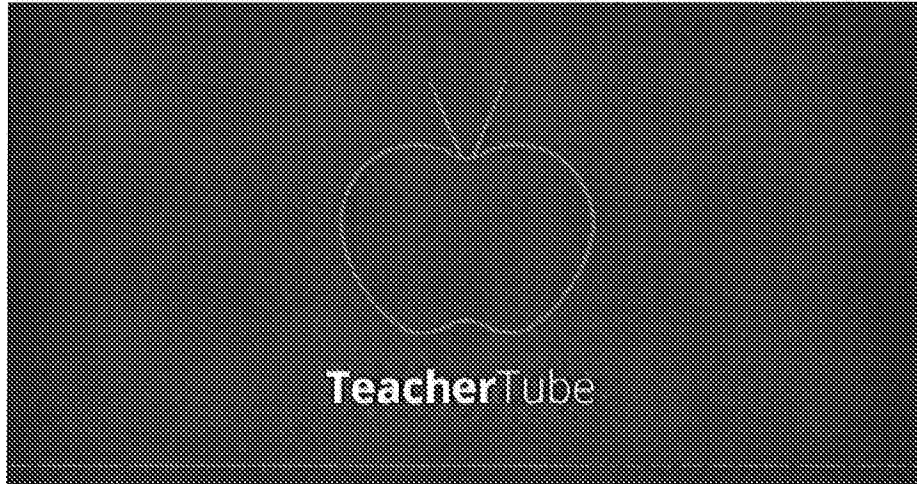
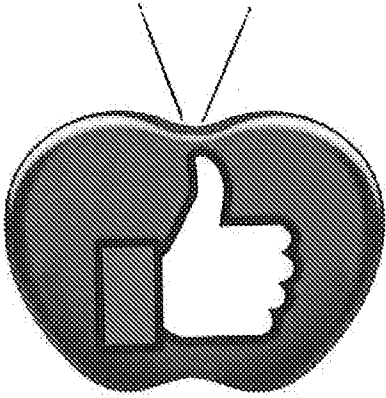
Registered copyrights:

© Copyright 2017, All Rights Reserved Teacher Tube
The #1 safe educational video community for teachers, students and parents.

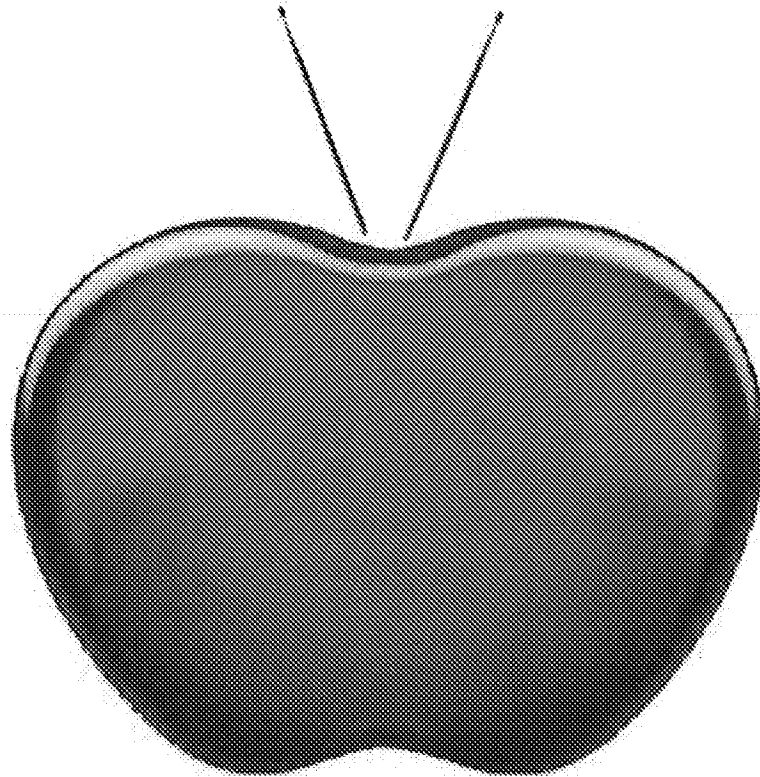
Unregistered trademarks, service marks, copyrights and unregistered copyright to all copyrightable material owned by the Business contained on the Websites, including the Social Media Accounts.

Logos: All Website and Social Media Account logos:





The Large and Small Apple logo:



Schedule 3.15
Transactions with Adam Smith, Jason Smith and Jodie Smith

NONE

Schedule 3.16
Licenses, Permits, and Approvals

1. FlowPlayer
2. JWPlayer

Schedule 3.18
Financial Schedules

Profit & Loss Statements

(see attached .pdf files)

TEACHER TUBE, LLC

Reporting
Package
for the
Year
Ended

December 31

2016

Restricted for
Management's
Use Only

TRADEMARK

TEACHERTUBE, LLC
FINANCIAL REPORTING PACKAGE
DECEMBER 31, 2016

- I. Summary Balance Sheet
- II. Summary Profit and Loss Statement
- III. Direct Cash Flow Statement
- IV. Appendix
 - a. Quickbooks Detailed Balance Sheet
 - b. Quickbooks Detailed Profit & Loss

TEACHERTUBE, LLC
2268 Dearborn Lane
Frisco, TX 75034

TRADEMARK

TeacherTube, LLC

Summary Balance Sheet

	<u>December 2016</u>	<u>December 2015</u>
Assets		
Current Assets		
Cash	\$ 25,979	\$ 37,251
Prepaid Expenses	-	2,462
Security Deposit	864	-
Total Current Assets	26,843	39,713
Fixed Assets		
Computers & Equipment	57,467	57,467
Software	1,164	1,164
Accumulated Depreciation	(33,596)	(19,615)
Total Fixed Assets	25,035	39,016
Other Assets		
Software Development	160,000	160,000
Accumulated Amortization	(126,802)	(54,902)
Total Other Assets	33,198	105,098
Total Assets	\$ 85,076	\$ 183,827
Liabilities		
Current Liabilities		
Credit Card	\$ 101,029	\$ 19,264
Accrued Interest	37,250	-
Total Current Liabilities	138,279	19,264
Long-term Liabilities		
Partner Note Payable	250,000	250,000
Total Long-term Liabilities	250,000	250,000
Equity		
Adam Smith	(69,840)	20,372
Jason Smith	(57,400)	18,631
Net Income	(173,963)	(124,440)
Total Equity	(303,203)	(85,437)
Total Liabilities & Equity	\$ 85,076	\$ 183,827

Cash Basis

No assurance is provided on these financial statements

TRADEMARK

TeacherTube, LLC

Summary Profit and Loss Statement

	<u>Jan - Dec 2016</u>	<u>%</u>	<u>Jan - Dec 2015</u>	<u>%</u>
Revenue	\$ 417,968	100%	\$ 603,083	100%
Cost of Goods Sold	<u>133,165</u>	32%	<u>184,749</u>	31%
Gross Profit	\$ 284,804	68%	\$ 418,334	69%
Expenses				
Partner Guarantee Payments	213,300	51%	-	0%
Payroll Expense	25,826	6%	341,826	57%
Employee Benefits	-	0%	16,440	3%
Amortization	71,900	17%	21,162	4%
Depreciation	13,981	3%	11,839	2%
Professional Fees	20,276	5%	24,349	4%
Interest Expense	45,812	11%	-	0%
Advertising	8,831	2%	11,561	2%
Meals & Travel	7,326	2%	11,588	2%
Computer & Internet	7,077	2%	20,805	3%
Dues & Subscription	1,979	0%	636	0%
Telephone/Utilities	5,113	1%	5,479	1%
Hosting Expense	3,310	1%	10,019	2%
Bank Charges	3,781	1%	2,130	0%
Rent	3,972	1%	4,575	1%
Office Expense	1,412	0%	2,690	0%
Insurance	33	0%	330	0%
Consulting Expense	27,895	7%	54,755	9%
Postage & Delivery	294	0%	365	0%
Charitable Contributions	-	0%	2,224	0%
Taxes & Licenses	<u>616</u>	0%	<u>-</u>	0%
Total Expenses	462,733	111%	542,774	90%
Other Income				
Interest Earned	<u>1,967</u>	0%	<u>-</u>	0%
Total Other Income	1,967	0%	-	0%
Net Income	<u>\$ (175,963)</u>	-42%	<u>\$ (124,440)</u>	-21%
Interest Earned	(1,967)	0%	-	0%
Interest Expense	45,812	11%	-	0%
Depreciation/Amortization	85,881	21%	33,002	5%
EBITDA	<u>\$ (46,237)</u>	-11%	<u>\$ (91,438)</u>	-15%

Cash Basis

No assurance is provided on these financial statements

TRADEMARK

TeacherTube LLC

Direct Cash Flow Statement

	Jan - Dec 2016
Cash Flows from Operating Activities	
Cash Receipts from Customers	417,968
Cash Payments to Vendors	(104,468)
Cash Payments to Employees	(239,126)
Interest Paid	(45,812)
Interest Received	1,967
Net Cash Provided/(Used) in Operations	30,530
Cash Flows from Financing Activities	
Cash Distributions to Owner	(41,803)
Net Cash used in Financing Activities	(41,803)
Net Increase/(Decrease) in Cash	(11,273)
Cash - Beginning of Period	37,251
Cash - December 31, 2016	25,979

Reconciliation of net income to net cash provided by operating activities:

Net Income	(175,963)
Adjustments to reconcile Net Income to net cash provided by operations:	
Amortization and Depreciation Expense	85,881
(Increase) Decrease in Accounts Receivable	-
(Increase) Decrease in Prepaid Expenses	2,462
(Increase) Decrease in Deposit	(864)
(Increase) Decrease in Inventory	-
(Increase) Decrease in Prepaid Expenses	-
Increase (Decrease) in Accounts Payable	-
Increase (Decrease) in Credit Card Payable	81,765
Increase (Decrease) in Accrued Expenses	-
Increase (Decrease) in Accrued Interest	37,250
Net cash provided by Operating Activities	30,530

Cash Basis

No assurance is provided on these financial statements.

TRADEMARK

APPENDICES

TEACHERTUBE, LLC
2268 Dearborn Lane
Frisco, TX 75034

TRADEMARK

Teacher Tube, LLC
Balance Sheet
As of December 31, 2016

	Total
ASSETS	
Current Assets	
Bank Accounts	
CHASE Business Select	1.81
CHASE PERFBUS CHK (4895)	24,311.90
PayPal Account	1,478.51
Total Bank Accounts	\$ 25,792.22
Other Current Assets	
PayPal	0.00
Prepaid Expense	0.00
Security Deposit	864.45
Uncategorized Asset	0.00
Undeposited Funds	186.44
Total Other Current Assets	\$ 1,050.89
Total Current Assets	\$ 26,843.11
Fixed Assets	
Accumulated Depreciation	-33,595.98
Computer Equipment	57,467.14
Computer Software	1,163.69
Total Fixed Assets	\$ 25,034.85
Other Assets	
Accumulated Amortization	-126,802.25
Software Development	160,000.34
Total Other Assets	\$ 33,198.09
TOTAL ASSETS	\$ 85,076.05
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
AMEX - 72001	43,064.59
AMEX - 91008	25,731.32
Chase Visa	32,232.66
Total Credit Cards	\$ 101,028.57
Other Current Liabilities	
Accrued Expenses	0.00
Total Other Current Liabilities	\$ 0.00
Total Current Liabilities	\$ 101,028.57
Long-Term Liabilities	
Shareholder Notes Payable	250,000.00
Accrued Interest	37,250.00
Total Shareholder Notes Payable	\$ 287,250.00

Cash Basis

No assurance is provided on these financial statements

TRADEMARK

	<u>Total</u>
Total Long-Term Liabilities	\$ 287,250.00
Total Liabilities	\$ 388,278.57
Equity	
Adam Smith	
Distributions	-151,942.86
Earnings	82,103.28
Total Adam Smith	-\$ 69,839.58
Jason Smith	
Distributions	-142,944.60
Earnings	85,544.47
Total Jason Smith	-\$ 57,400.13
Retained Earnings	0.00
Net Income	-175,962.81
Total Equity	-\$ 303,202.52
TOTAL LIABILITIES AND EQUITY	\$ 85,076.05

Cash Basis

No assurance is provided on these financial statements

TRADEMARK

Teacher Tube, LLC
Profit and Loss
 January - December 2016

	Total
Income:	
Advertising Sales	
Direct Advertising Sales	68,312.86
Network Advertising Sales	325,371.23
Total Advertising Sales	\$ 393,684.09
Product Sales	24,284.36
Total Income	\$ 417,968.47
Cost of Goods Sold	
Subcontractors - COS	
CDN Equipment Rental - COS	48,589.85
Development & Design Services - COS	1,646.34
Server Farm Costs - COS	79,021.60
TeacherTube Studios & Classrooms Costs of Services - COS	3,805.62
Total Subcontractors - COS	\$ 133,164.71
Total Cost of Goods Sold	\$ 133,164.71
Gross Profit	\$ 284,803.76
Expenses	
Accounting Fees	20,275.81
Advertising	8,831.23
Amortization Expense	71,900.20
Bank Charges	1,415.24
Computer & Internet	6,119.72
Computer Supplies	788.34
Consulting Expense	27,895.35
Depreciation Expense	13,960.68
Dues & Subscriptions	1,979.13
Guarantee Payment - Adam Smith	142,200.00
Guarantee Payment - Jason Smith	71,100.00
Health Insurance	32.88
Hosting Expense	3,308.92
Interest Expense	
CC Interest	8,561.61
Loan Interest	37,250.00
Total Interest Expense	\$ 45,811.61
Internet Subscriptions	167.71
Life Insurance	0.00
Meals and Entertainment	4,233.29
Office Expenses	1,411.78
PayPal Fee	2,365.88
Payroll (TeacherTube)	
401K Employer Match	0.00
ER Taxes	1,889.30
HSA	0.00
Payroll Fee	2,824.36
Salary	21,102.00
Total Payroll (TeacherTube)	\$ 25,825.66
Rent or Lease	3,972.92
Shipping and delivery expense	293.70
Taxes & Licenses	615.10
Telephone	5,113.36
Travel	3,892.82

Cash Basis
 No assurance is provided on these financial statements

TRADEMARK

Teacher Tube, LLC

PROFIT AND LOSS

January - July, 2017

	TOTAL
INCOME	
Advertising Sales	
Direct Advertising Sales	3,550.00
Network Advertising Sales	84,025.40
Total Advertising Sales	87,575.40
Product Sales	15,726.97
Total Income	\$103,302.37
COST OF GOODS SOLD	
Subcontractors - COS	
CDN Equipment Rental - COS	6,444.96
Development & Design Services - COS	152.96
Server Farm Costs - COS	18,497.10
Total Subcontractors - COS	25,095.02
Total Cost of Goods Sold	\$25,095.02
GROSS PROFIT	\$78,207.35
EXPENSES	
Accounting Fees	4,757.17
Advertising	98.62
Amortization Expense	12,262.18
Bank Charges	315.88
Charitable Contributions	200.00
Computer & Internet	2,730.73
Computer Supplies	119.63
Depreciation Expense	3,162.95
Dues & Subscriptions	-442.25
Guarantee Payment - Adam Smith	35,550.00
Health Insurance	5,407.65
Hosting Expense	1,544.96
Interest Expense	
CC Interest	4,917.41
Loan Interest	3,750.01
Total Interest Expense	8,667.42
Internet Subscriptions	483.02
Life Insurance	82.38
Meals and Entertainment	3,330.30
Office Expenses	1,267.38
PayPal Fee	394.78
Payroll (TeacherTube)	
HSA	1,900.00
Payroll Fee	567.03
Total Payroll (TeacherTube)	2,467.03
Rent or Lease	1,696.00
Taxes & Licenses	-233.54

	TOTAL
Telephone	1,023.91
Travel	1,839.05
Total Expenses	\$86,725.45
NET OPERATING INCOME	\$ -8,518.10
OTHER INCOME	
Interest Earned	80.50
Total Other Income	\$80.50
NET OTHER INCOME	\$80.50
NET INCOME	\$ -8,437.60

2017 Deposits (Credits)

Details	Posting Date	Description	Amount	Check or Slip #
CREDIT	5/30/2017	ATM CHECK DEPOSIT 05/29 4900 BLDORADO HWY FRISCO TX	\$ 15,000.00	30000
CREDIT	5/30/2017	ATM CHECK DEPOSIT 05/30 3127 MAIN ST FRISCO TX	\$ 850.98	
CREDIT	5/30/2017	AMAZON.COM877897 Misc. Pymt 95312546D CCD ID: C710638319	\$ 348.21	
CREDIT	5/22/2017	GOOGLE PAYMENT US000W902B PPD ID: C70493581	\$ 13,248.54	
CREDIT	5/18/2017	Synacor, Inc. Payment 12716 CCD ID: 7161542712	\$ 1,985.50	
CREDIT	5/15/2017	TRIBAL FUSION EDI PAYMNTS A073588 CCD ID: 1948379882	\$ 2,525.57	
CREDIT	5/9/2017	CHIPS CREDIT VIA: THE BANK OF NEW YORK MELLON/0001 S/O: TITAN GATE AD VARNIA, BULGARIA REF: NBNF=TEACHER TUBE LLC FRISCO, TX 750844948/AC-00000007227 ORIG=/9650PR C892301122359237 VARNIA, BULGARIA O/G B=PROCREDIT BANK (BULGARIA) EAD SOF IA BULGARIA BG-1233 O/B=SERVICES AG REEMENT FROM 2016-08-02 ROUTING NR 1110008 SSN: 0039607 TRN: 18135000196FC	\$ 687.48	
CREDIT	5/1/2017	AMA 22R.COM854999 Misc. Pymt 91882235D CCD ID: C710938319	\$ 10.58	
CREDIT	4/27/2017	S&S WORLDWIDE IN CEM20216195 CCD ID: 1060520020	\$ 296.15	3473645
CREDIT	4/24/2017	GOOGLE PAYMENT US000W902B PPD ID: C70493581	\$ 25,145.85	
CREDIT	4/29/2017	FEDWIRE CREDIT VIA: WELLS FARGO BANK, N.A., 0026005082 B/O: TRAFFIQ EXCHANGE BANJARA HILLS, HYDERABAD, INDIA REF: CHASE NYC/CTR/BNF=TEACHER TUBE LLC FRISCO, TX 750844948/AC-0000000722 7 REF=ORT00703707837 O/B=PAYMENTT OWARDS ADVERTISING AND TRADE FAIR E XPENSES. IMAID: 041986870010004646	\$ 1,637.24	
CREDIT	4/17/2017	TRIBAL FUSION EDI PAYMNTS A073130 CCD ID: 1948379882	\$ 2,453.01	
CREDIT	4/14/2017	Synacor, Inc. Payment 12716 CCD ID: 7161542712	\$ 1,035.20	
CREDIT	4/13/2017	Spoutable, LLC Bill.com 015CEVJN7KUT70 CCD ID: 2204895317	\$ 103.88	
CREDIT	4/7/2017	ATM CHECK DEPOSIT 04/07 3127 MAIN ST FRISCO TX	\$ 2,514.85	
CREDIT	4/6/2017	CHIPS CREDIT VIA: THE BANK OF NEW YORK MELLON/0001 S/O: TITAN GATE AD VARNIA, BULGARIA REF: NBNF=TEACHER TUBE LLC FRISCO, TX 750844948/AC-00000007227 ORIG=/9650PR C892301122359237 VARNIA, BULGARIA O/G B=PROCREDIT BANK (BULGARIA) EAD SOF IA BULGARIA BG-1233 O/B=SERVICES AG REEMENT FROM 2016-08-02 ROUTING NR 1110008 SSN: 0039607 TRN: 18135000196FC	\$ 1,433.33	
CREDIT	4/6/2017	Synacor, Inc. Payment 12716 CCD ID: 7161542712	\$ 23.56	
CREDIT	4/5/2017	Sovm, Inc. EDI PAYMNTS 170929 127802219 CCD ID: 2464907559	\$ 94.37	

2016 DEBIT-Reporting

Teachnet Tulsa, LLC
 Transactions Report
 January - December 2016

Date	Transaction Type	Num	Name	Memorization	Account	Slip#	Amount	Balance
	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH CE MCD131.97 CCD	Advertising Sales-Direct	CHASE PERFBUS	\$ 30,300.00	\$ 30,300.00
2/17/2016	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH CE MCD131.98 CCD	Advertising Sales-Direct	CHASE PERFBUS	\$ 30,400.00	\$ 60,700.00
2/24/2016	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH CE MCD131.99 CCD	Advertising Sales-Direct	CHASE PERFBUS	\$ 31,650.00	\$ 92,350.00
3/29/2016	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH CE MCD131.99 CCD	Advertising Sales-Direct	CHASE PERFBUS	\$ 31,740.00	\$ 124,090.00
4/29/2016	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH CE MCD131.99 CCD	Advertising Sales-Direct	CHASE PERFBUS	\$ 2,900.00	\$ 126,990.00
6/28/2016	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH CE MCD131.99 CCD	Advertising Sales-Direct	CHASE PERFBUS	\$ 1,900.00	\$ 128,890.00
8/19/2016	Debit		Alman	ALMAN CHECK DEPOSIT DR 19 3127 W M	Advertising Sales-Direct	CHASE PERFBUS	\$ 11,484.14	\$ 140,374.14
9/22/2016	Debit		Frederick	AVN ST FRANCIS TX (Speaking)	Advertising Sales-Direct	CHASE PERFBUS	\$ 47,224.14	\$ 187,598.28
9/22/2016	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH JULY 2016 CCD DR	Advertising Sales-Direct	CHASE PERFBUS	\$ 30,000.00	\$ 217,598.28
9/22/2016	Debit		SeaWorld	SWWS OPERATIONS CORP PAY 4003	Advertising Sales-Direct	CHASE PERFBUS	\$ 770.37	\$ 218,368.65
9/22/2016	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH CE MCD131.99 CCD	Advertising Sales-Direct	CHASE PERFBUS	\$ 318.35	\$ 219,187.00
10/20/2016	Debit		S&S Worldwide Inc.	S&S WORLDWIDE PH CE MCD131.99 CCD	Advertising Sales-Direct	CHASE PERFBUS	\$ 68,312.86	\$ 287,499.86
	Debit		Severn Holding	Severn Holding 1 EQ PAYMENTS 13 12	Advertising Sales-Network	CHASE PERFBUS	\$ 6,801.89	\$ 294,301.75
1/14/2016	Debit		Publison Project	Publison Project CORP PAY 2385 4	Advertising Sales-Network	CHASE PERFBUS	\$ 1,076.11	\$ 305,377.86
1/15/2016	Debit		Frederick	Frederick PAYMENT 4064 758	Advertising Sales-Network	CHASE PERFBUS	\$ 6,082.83	\$ 311,460.69
1/21/2016	Debit		Government, Inc.	Government, Inc. EQ PAYMENTS 5564 44	Advertising Sales-Network	CHASE PERFBUS	\$ 3,117.20	\$ 314,577.89
1/22/2016	Debit		Severgn	Severgn PAYOR CT 70488881	Advertising Sales-Network	CHASE PERFBUS	\$ 14,662.67	\$ 329,240.56
2/12/2016	Debit		Severn Holding	Severn Holding 1 EQ PAYMENTS 36 01	Advertising Sales-Network	CHASE PERFBUS	\$ 5,386.50	\$ 334,627.06
2/12/2016	Debit		Publison Project	Publison Project CORP PAY 2385 4	Advertising Sales-Network	CHASE PERFBUS	\$ 2,980.08	\$ 347,607.14
2/16/2016	Debit		Frederick	Frederick PAYOR CT 19 43 370 888	Advertising Sales-Network	CHASE PERFBUS	\$ 5,900.28	\$ 353,507.42

Schedule 3.22
Privacy Policy

TeacherTube Privacy Policy

TeacherTube recognizes that its customers, visitors, users, and others who use www.TeacherTube.com or other web sites owned or operated by TeacherTube (collectively or individually "Users") value their privacy. This Privacy Notice details important information regarding the use and disclosure of User information collected on the TeacherTube Sites. TeacherTube provides this Privacy Notice to help you make an informed decision about whether to use or continue using the TeacherTube Sites.

Your use of the TeacherTube Sites and any personal information you provide on the TeacherTube Sites remains subject to the terms of this Privacy Notice and our [Terms of Use](#).

Please note that any video, image, or other content posted at the direction of Users onto the TeacherTube Sites becomes published content and is not considered personally identifiable information subject to this Privacy Notice.

The Information TeacherTube Collects

- **User Provided Information:** You provide certain personally identifiable information (such as your name and email address) to TeacherTube when choosing to participate in various activities on the TeacherTube Sites such as uploading videos, posting messages in our forums or in the video comments section, entering contests or sweepstakes, taking advantage of promotions, responding to surveys, or subscribing to newsletters or other mailing lists.
- **Cookies Information:** When you visit the TeacherTube Sites, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. TeacherTube uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the TeacherTube Sites may not function properly if the ability to accept cookies is disabled.
- We use third-party advertising companies to serve ads when you visit our website. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not

having this information used by these companies, [click here](#). To opt-out of third party cookies, please go to <http://www.aboutads.info/choices>.

- **TeacherTube and Google:**
 - Google, as a third party vendor, uses cookies to serve ads on TeacherTube.com.
 - Google's use of the DART cookie enables it and TeacherTube to serve ads to you based on your visit to your sites and/or other sites on the Internet.
 - You may opt out of the use of the DART cookie by visiting the [Google ad and content network privacy policy](#).
 - Analytics are implemented based on Display Advertising (e.g., Remarketing, Google Display Network Impression Reporting, the DoubleClick Campaign Manager integration, or Google Analytics Demographics and Interest Reporting).
 - Visitors can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using the [Ads Settings](#).
 - TeacherTube abides by Google's Interactive Media Ads (IMA) products. See [Google's IMA policies here](#).
- **Log File Information:** When you use the **TeacherTube** Sites, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.
- **Clear GIFs Information:** When you use the TeacherTube Sites, we may employ "clear GIFs" (a.k.a. Web Beacons) which are used to track the online usage patterns of our Users anonymously (i.e., in a non-personally-identifiable manner). In addition, we may also use clear GIFs in HTML-based emails sent to our users to track which emails are opened by recipients.

The Way TeacherTube Uses Information

- If you submit personally identifiable information to us through the **TeacherTube** Sites, then we use your personal information to operate, maintain, and provide to you the features and functionality of the **TeacherTube** Sites.
- Any personal information or video content that you voluntarily disclose online (on discussion boards, in messages and chat areas, within your public profile page, etc.) becomes publicly available and can be collected and used by others. Your account

name (not your email address) is displayed to other Users when you upload videos or send messages through the **TeacherTube** Sites and other Users can contact you through messages and comments. Any videos that you submit to the **TeacherTube** Sites may be redistributed through the internet and other media channels, and may be viewed by the general public.

- We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major **TeacherTube** Site changes or for customer service purposes).
- We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous User usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the **TeacherTube** Sites and to create new features, promotions, functionality, and services by storing, tracking, and analyzing User preferences and trends.
- We use cookies, clear gifs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the **TeacherTube** Sites; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) track your entries, submissions, and status in promotions, sweepstakes, and contests.

When **TeacherTube** Discloses Information

- We provide personally identifiable information and non-personally-identifiable information to our subsidiaries, affiliated companies, or other businesses or persons for the purpose of processing such information on our behalf. We require that these parties agree to process such information in compliance with our privacy policy, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.
- We do not share your personally identifiable information (such as name or email address) with other, third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out.
- We do share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the **TeacherTube** Sites.
- We may release personally identifiable information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that

such action is necessary to comply with state and federal laws (such as U.S. Copyright Law) or respond to a court order, subpoena, or search warrant.

- **TeacherTube** also reserves the right to disclose personally identifiable information and/or non-personally-identifiable information that **TeacherTube** believes, in good faith, is appropriate or necessary to enforce our [Terms of Use](#), take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of our web site, and to protect the rights, property, or personal safety of **TeacherTube**, our Users or others.

Your Choices

You may, of course, decline to submit personally identifiable information through the **TeacherTube** Sites, in which case **TeacherTube** may not be able to provide certain services to you. You may update or correct your personal profile information and email preferences at any time by visiting your account profile page. Please note that media files uploaded by Users to the **TeacherTube** Sites cannot be removed and remain subject to our [Terms of Use](#).

To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times.

Third-party Advertisers, Links to Other Sites

TeacherTube allows other companies, called third-party ad servers or ad networks, to serve advertisements within the **TeacherTube** Sites. These third-party ad servers or ad networks use technology to send, directly to your browser, the advertisements and links that appear on the **TeacherTube** Sites. They automatically receive your IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or Web Beacons) to measure the effectiveness of their advertisements and to personalize the advertising content you see.

TeacherTube does not provide any personally identifiable information to these third-party ad servers or ad networks without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. However, please note that if an advertiser asks **TeacherTube** to show an advertisement to a certain audience (for example, men ages 18-34) or audience segment (for example, men ages 18-24 who have viewed certain channels of content) and you respond to that advertisement, the advertiser or ad-server may conclude that you fit the description of the audience they are trying to reach. The advertiser may also use information regarding your use of the **TeacherTube** Sites, such as the number of times you viewed an ad (but not any personally identifiable information), to determine which ads to deliver to you.

You should consult the respective privacy policies of these third-party ad servers or ad networks (see links below) for more information on their practices and for instructions on how to opt-out

of certain practices. **TeacherTube**'s privacy policy does not apply to, and we cannot control the activities of, such other advertisers or web sites.

Our Commitment To Data Security

TeacherTube uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to **TeacherTube** and you do so at your own risk. Once we receive your transmission of information, **TeacherTube** makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

If **TeacherTube** learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. **TeacherTube** may post a notice on the **TeacherTube** Sites if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

Our Commitment To Childrens' Privacy

Protecting the privacy of young children is especially important. For that reason, **TeacherTube** does not knowingly collect or maintain personally identifiable information or non-personally-identifiable information on the **TeacherTube** Sites from persons under 13 years of age, and no part of our website is directed to persons under 13. If you are under 13 years of age, then please do not use or access the **TeacherTube** Sites at any time or in any manner. If **TeacherTube** learns that personally identifiable information of persons under 13 years of age has been collected on the **TeacherTube** Sites without verified parental consent, then **TeacherTube** will take the appropriate steps to delete this information.

Special Note to International Users

The **TeacherTube** Sites are hosted in the United States and are intended for and directed to Users in the United States. If you are a User accessing the **TeacherTube** Sites from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the **TeacherTube** Sites, which are governed by U.S. law, this Privacy Notice, and our Terms of Use, you are transferring your personal information to the United States and you consent to that transfer.

In the Event of Merger, Sale, or Bankruptcy

In the event that **TeacherTube** is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from our Users as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit

of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

US-EU and US-Swiss Safe Harbor Framework

TeacherTube complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. TeacherTube, LLC has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view TeacherTube, LLC's certification, please visit <http://www.export.gov/safeharbor/>

In compliance with the US-EU and US-Swiss Safe Harbor Principles, TeacherTube commits to resolve complaints about your privacy and our collection or use of your personal information. European Union or Swiss citizens with inquiries or complaints regarding this privacy policy should first contact TeacherTube at:

<http://support.teachertube.com>

TeacherTube, LLC

610 Elm Street

McKinney, Texas 75069

USA

TeacherTube has further committed to refer unresolved privacy complaints under the US-EU and US-Swiss Safe Harbor Principles to an independent dispute resolution mechanism, the BBB EU SAFE HARBOR, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed by TeacherTube, please visit the BBB EU SAFE HARBOR web site at www.bbb.org/us/safe-harbor-complaints for more information and to file a complaint.

Privacy Policy Changes

Although most changes are likely to be minor, TeacherTube may change its Privacy Policy from time to time, and in TeacherTube's sole discretion. TeacherTube encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

Contact Information:

Please contact TeacherTube with any questions or comments about this Privacy Notice by email: info@teachertube.com

Schedule 3.23
Terms of Use

Terms of Use

1. Your Acceptance

BY USING AND/OR VISITING THIS WEBSITE (collectively, including all Content available through the TeacherTube.com domain name, the "TeacherTube Website", or "Website"), YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms of Service") AND THE TERMS AND CONDITIONS OF TeacherTube'S PRIVACY NOTICE, WHICH ARE PUBLISHED AT <http://www.TeacherTube.com/privacy.php>, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, then please do not use the TeacherTube Website.

2. TeacherTube Website

These Terms of Service apply to all users of the TeacherTube Website, including users who are also contributors of video content, information, and other materials or services on the Website. The TeacherTube Website may contain links to third party websites that are not owned or controlled by TeacherTube. TeacherTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, TeacherTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve TeacherTube from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the TeacherTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. Website Access

A. TeacherTube hereby grants you permission to use the Website as set forth in this Terms of Service, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without TeacherTube's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify TeacherTube immediately of any breach of security or unauthorized use of your account. Although

TeacherTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of TeacherTube or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to the TeacherTube servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, TeacherTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. TeacherTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

4. Intellectual Property Rights

The content on the TeacherTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to TeacherTube, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and instructional use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. TeacherTube reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the TeacherTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the TeacherTube Website or the Content therein.

5. User Submissions

A. The TeacherTube Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, TeacherTube does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or

warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize TeacherTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. **For clarity, you retain all of your ownership rights in your User Submissions.** However, by submitting the User Submissions to TeacherTube, you hereby grant TeacherTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the TeacherTube Website and TeacherTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the TeacherTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the TeacherTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from the TeacherTube Website. You agree to the Creative Commons Attribution-Share Alike licensing.

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant TeacherTube all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage TeacherTube or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person; (vi) submit material in which specific learning objectives are not evident and/or material that does not provide professional development for educators. TeacherTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and TeacherTube expressly disclaims any and all liability in connection with User Submissions. TeacherTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and TeacherTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. TeacherTube reserves the right to remove Content and User Submissions without prior notice. TeacherTube will also terminate a User's access to its Website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. TeacherTube also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to,

pornography, obscene or defamatory material, or excessive length. TeacherTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

D. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(e)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(D) TeacherTube's designated Copyright Agent to receive notifications of claimed infringement is: Jason Smith, 1807 CR 362, Melissa, Texas 75454; email: copyright@TeacherTube.com, fax:972-838-9053. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to TeacherTube customer service through info@TeacherTube.com. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

E. You understand that when using the TeacherTube Website, you will be exposed to User Submissions from a variety of sources, including but not limited to exposure to TeacherTube's YouTube Partner Channels, Blinkx, and other TeacherTube partners, and that TeacherTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against TeacherTube with respect thereto, and agree to indemnify and hold TeacherTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

F. TeacherTube permits you to link to materials on the Website for personal, non-commercial purposes only. In addition, TeacherTube provides an "Embeddable Player" feature, which you may incorporate into your own personal, non-commercial websites for use in accessing the materials on the Website, provided that you include a prominent link back to the TeacherTube website on the pages containing the Embeddable Player. TeacherTube reserves the right to discontinue any aspect of the TeacherTube Website at any time. TeacherTube provides the ability to download videos to your computer for personal or classroom educational use only, provided you give a link back to TeacherTube in any presentation, website, or other form of media in which the downloaded video is included and give credit to the author of the video.

6. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE TeacherTube WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, TeacherTube, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. TeacherTube MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE TeacherTube WEBSITE. TeacherTube DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE TeacherTube WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND TeacherTube WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

7. Limitation of Liability

IN NO EVENT SHALL TeacherTube, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

(I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE TeacherTube WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT TeacherTube SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by TeacherTube from its facilities in the United States of America. TeacherTube makes no representations that the TeacherTube Website is appropriate or available for use in other locations. Those who access or use the TeacherTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

8. Indemnity

You agree to defend, indemnify and hold harmless TeacherTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the TeacherTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the TeacherTube Website.

9. Ability to Accept Terms of Service

As a member you affirm that you are at least 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. You affirm that you are at least 18, as TeacherTube membership is not intended for children under 18. If you are under 18 years of age, you are welcome to view videos on the TeacherTube Website; however, please do not attempt to sign up for membership or to upload videos.

10. General

You agree that: (i) the TeacherTube Website shall be deemed solely based in Texas; and (ii) the TeacherTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over TeacherTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. Any claim or dispute between you and TeacherTube that arises in whole or in part from the TeacherTube Website shall be decided exclusively by a court of competent jurisdiction located in McKinney, Texas. These Terms of Service, together with the Privacy Notice at <http://www.TeacherTube.com/privacy.php> and any other legal notices published by TeacherTube on the Website, shall constitute the entire agreement between you and TeacherTube concerning the TeacherTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and TeacherTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. TeacherTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the TeacherTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND TeacherTube AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TeacherTube WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

11. Mobile Usage

TeacherTube does not charge a fee to use the Service, but any text messages sent and/or received are subject to standard text messaging rates. Additionally, text messages sent and/or received count towards a monthly quota as any other messages do. Any users, whether sending or receiving text messages with TeacherTube should be aware that standard text messaging rates may apply. Please be aware that texting charges can fluctuate internationally. Text messaging rates can normally be found by asking your provider. TeacherTube may require data usage if not on wifi. Please note TeacherTube is not responsible for any data charges for text/sms/internet data related to your service usage.

12. Classrooms.TeacherTube.com

Classrooms.TeacherTube.com is a site specifically for teachers, students, librarians, researchers, professors, administrators, corporate trainers and anyone else involved in education.

The terms and conditions on this page govern all use of the TeacherTube.com & Classrooms.TeacherTube.com website and all content, services and products available at or through the website, including, but not limited to, TeacherTube Campus sites, and

TeacherTube.com. The Website is owned and operated by Classrooms.TeacherTube.com. ("TeacherTube"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on this Site by TeacherTube (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by TeacherTube, acceptance is expressly limited to these terms.

13. Your Classrooms.TeacherTube.com Account and Site

If you create a blog on the Website, you are responsible for maintaining the security of your account and blog, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the blog. You must not describe or assign keywords to your blog in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and TeacherTube may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause TeacherTube liability. You must immediately notify TeacherTube of any unauthorized uses of your blog, your account or any other breaches of security. TeacherTube will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

14. Responsibility of Contributors

If you operate a blog, comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
 - the Content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
 - your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
 - your blog is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and
 - you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by TeacherTube or otherwise.

By submitting Content to TeacherTube for inclusion on your Website, you grant TeacherTube a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your blog. If you delete Content, TeacherTube will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, TeacherTube has the right (though not the obligation) to, in TeacherTube's sole discretion (i) refuse or remove any content that, in TeacherTube's reasonable opinion, violates any TeacherTube policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in TeacherTube's sole discretion. TeacherTube will have no obligation to provide a refund of any amounts previously paid.

15. Fees and Payment

Optional premium 'Pro' paid services such as no-ads on TeacherTube.com, extra storage on Classrooms, Pro themes and plugins, or Campus Packages are available on the Website. By selecting a premium service you agree to pay TeacherTube the monthly, 3 month or annual subscription fees indicated for that service. Payments will be charged on the day you sign up for a premium service and will cover the use of that service for a monthly or annual period as indicated. Premium service fees are not refundable.

16. Paid Services

- Fees; Payment. By signing up for Pro account you agree to pay TeacherTube the fees indicated in exchange for the services. Applicable fees will be invoiced starting from the day your Pro account is established. Pro accounts can be canceled by you at any time. If you have issues canceling your account or cannot locate cancelation instructions, see below Support section.
- Support. Pro accounts include access to priority email support. "Email support" means the ability to make requests for technical support assistance by email via <http://support.teachertube.com> or "?" on every page on TeacherTube.com or Classrooms.TeacherTube.com at any time (with reasonable efforts by TeacherTube to respond within one business day) concerning the use of the Pro account. "Priority" means that support for Pro account customers takes priority over support for users of the standard, free TeacherTube.com and/or Classrooms.TeacherTube.com blogging services. All Pro account support will be provided in accordance with TeacherTube Pro practices, procedures and policies. Support is available at <http://support.teachertube.com>.

17. Responsibility of Website Visitors

TeacherTube has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, TeacherTube does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. TeacherTube disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

18. Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Classrooms.TeacherTube.com links, and that link to Classrooms.TeacherTube.com. TeacherTube does not have any control over those non-TeacherTube websites and webpages, and is not responsible for their contents or their use. By linking to a non-TeacherTube website or webpage, TeacherTube does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. TeacherTube disclaims any responsibility for any harm resulting from your use of non-TeacherTube websites and webpages.

19. Copyright Infringement and DMCA Policy

As TeacherTube asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Classrooms.TeacherTube.com violates your copyright, you are encouraged to notify TeacherTube using this form here. TeacherTube will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of TeacherTube or others, TeacherTube may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, TeacherTube will have no obligation to provide a refund of any amounts previously paid to TeacherTube.

20. Intellectual Property

This Agreement does not transfer from TeacherTube to you any TeacherTube or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with TeacherTube. TeacherTube, TeacherTube.com, Classrooms.TeacherTube.com, the Classrooms.TeacherTube.com logo, and all other trademarks, service marks, graphics and logos used in connection with Classrooms.TeacherTube.com, or the Website are trademarks or registered trademarks of TeacherTube or TeacherTube's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any TeacherTube or third-party trademarks.

21. Changes

TeacherTube reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. TeacherTube may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

22. Termination

TeacherTube may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your TeacherTube.com or Classrooms.TeacherTube.com account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a Pro account, such account can only be terminated by TeacherTube if you materially breach this Agreement and fail to cure such breach within thirty (30) days from TeacherTube's notice to you thereof; provided that, TeacherTube can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

23. Disclaimer of Warranties

The Website is provided "as is". TeacherTube and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither TeacherTube nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

24. Limitation of Liability

In no event will TeacherTube, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to TeacherTube under this agreement during the twelve (12) month period prior to the cause of action. TeacherTube shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

25. General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the TeacherTube Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

26. Indemnification

You agree to indemnify and hold harmless TeacherTube, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

This Agreement constitutes the entire agreement between TeacherTube and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of TeacherTube, or by the posting by TeacherTube of a revised version. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent

breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; TeacherTube may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Schedule 8.2(a)

Non-Competition

(Permitted Activities)

Notwithstanding anything contained in Section 8.2(a) of the Agreement to the contrary, Seller, Adam Smith, L. Jason Smith and/or Jodie Smith may engage in the following activities following the Closing without being considered in violation of the non-competition restrictions set forth in the Agreement:

- Operation of an advertising free website that provides video-based instructor review/feedback services and content solely to enterprise level (i.e., school districts or similar organizations) clients who are active, paid subscribers.

TITLE	APA Signature Docs
FILE NAME	APA - TeacherTube...all exhibits).pdf
DOCUMENT ID	eaf168a7a8bfa529e5288ec87c06d1a29befad0e
STATUS	✳ Completed

Document History



SENT

08/31/2017
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Sent for signature to Jason Smith (jason@teachertube.com) and Joanna "Jodie" Smith (jason@teachertube.com)
IP: 64.46.169.62



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08/31/2017
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21:33:21 UTC

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IP: 96.19.80.208



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21:33:35 UTC

Viewed by Joanna "Jodie" Smith (jason@teachertube.com)
IP: 96.19.80.208



SIGNED

08/31/2017
21:37:24 UTC

Signed by Joanna "Jodie" Smith (jason@teachertube.com)
IP: 96.19.80.208



COMPLETED

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21:37:24 UTC

The document has been completed.