

## End User License Agreement Deep Space Sparkle

This is a legal agreement between you and Deep Space Sparkle (DSS) that governs your access or use of our website and the products, information and services made available to you when you visit our website (the “Site”), including without limitation using or accessing DSS’s teaching courses, tutorials, scripts, instructional content, teaching methodology, teaching sequences, downloadable and non-downloadable teaching materials, and other shared content and methodologies in all tangibles, deliverables and mediums digital and print (“DSS Content and Services”). If you use our Site or DSS Content and Services on behalf of another person or entity, then (a) all references to “you” and “your” throughout this Agreement will include that person or entity, (b) you represent that you are authorized to be bound by the terms of this Agreement on that person’s or entity’s behalf, and (c) in the event you or that person or entity violates this Agreement, that person or entity agrees to be responsible to us. By using or accessing the Site or DSS Content and Services, you agree to be legally bound by this end user license agreement (EULA) as well as privacy policy and terms of service, both found on the website [www.deepspacesparkle.com](http://www.deepspacesparkle.com).

### Grant of a Limited License

Subject to this EULA, DSS is willing to offer to you a limited, revocable, non-exclusive license for use of the DSS Content and Services for your own personal and non-commercial use and entertainment purposes. You hereby expressly acknowledge that the DSS Content and Services are the exclusive Intellectual Property of DSS, and that they are protected by copyright, trademark, patent, trade secret law, trade-dress law, trade-name law, unfair competition law, and other laws protecting intellectual, proprietary, and commercially valuable content. You expressly acknowledge and agree that you have absolutely no right, title and interest in and to the DSS Content and Services and that all copyrights, trademarks, service marks, patents, trade-dress, look and feel, designs, layouts, logos, taglines, scripts, tutorials, artwork, and all other intellectual property or other proprietary rights of any type in and to the Site and the DSS Content and Services, and all modifications, derivative works, or copies, of the Site and the DSS Content and Services (or any portion thereof) regardless of who made them, shall remain the sole and exclusive property of DSS.

You expressly acknowledge and agree to utilize the licensed DSS Content and Services solely for instructional purposes and to: (1) Provide safe and effective instruction, (2) provide equal and fair treatment to all students, and (3) comply with all applicable state and federal laws including without limitation trade secret, unfair competition, false advertising, contract, employment, and intellectual property laws, in the United States or abroad when and where applicable. You further expressly agree to refrain from the following: (1) Using any portion of the Site or DSS

Content and Services (or causing it to be used) in any way for you or any third-party to commercially profit or receive compensation, value, goodwill, or consideration of any kind, (2) reproducing, duplicating or copying any part of the Site or DSS Content and Services in any unauthorized way, (3) selling, reselling, renting, licensing, or sublicensing any portion of the Site or DSS Content and Services, (4) disseminating any confidential and/or trade secret information you obtained from your use and access to the DSS Content and Services, (5) representing you are an employee, authorized agent, distributor, or representative of DSS or representing that you are an exclusive distributor or licensee of the DSS Content and Services or representing that you are sponsored, endorsed or certified by DSS.

### Specific Limitations

Along with the limitations outlined above you further agree not to use DSS Services to:

- Use cheats, automated software (including bots or scripts), hacks, mods or any other unauthorized third-party software designed to modify the Site or DSS Content and Services.
- Communicate or facilitate any commercial advertisement or solicitation using any portion of the Site or DSS Content and Services.
- Modify or cause to be modified any digital files associated with the Site or DSS Content and Services.
- Facilitate, create or maintain any unauthorized connection to any portion of the Site or DSS Content and Services.
- Disrupt or assist in the disruption of: (a) any computer (including server) used to support any portion of the Site or DSS Content and Services, or (b) disrupt any account used to access the Site or DSS Content and Services.

### Parental Consent

The Site and the DSS Content and Services are meant for art instruction, including teaching art to children. DSS mandates that children under the age of 18 years of age in the United States (for children outside the US, children under the age required to form a legal contract), obtain consent from a parent or guardian to use any portion of the Site or DSS Content and Services. By entering into this agreement, you represent and warrant that you (a) have the right, authority, and

legal capacity to enter into this agreement, and (b) if you are a child under the age for entering into a legal contract in your jurisdiction, have obtained parental consent to use the Site or DSS Content and Services. If you are a parent or legal guardian of a child that has used the Site or DSS Content and Services without your consent, please delete your child's account immediately. Additionally, you may view our privacy policy and request any data collected regarding you or your child be deleted.

### User Accounts

Users may not create an account for the purpose of reverse engineering or seeing how the DSS Content and Services work. You are solely responsible for any information you provide us, and you agree, represent and warrant that any and all information you transmit through our Site or to us by any other means is truthful, accurate, not misleading and offered in good faith, and you agree, represent and warrant that you have the right to submit, upload, provide or share such content. You are solely responsible for maintaining the secrecy and confidentiality of your account login information. If you believe your account has been compromised, you must alert DSS immediately. By submitting any content to us ("User-Submitted Content"), other than personally identifiable information or bank account information related to payments made in connection with the purchase of our products or services, you grant to DSS a royalty-free, perpetual, irrevocable and unrestricted right and license to use any ideas, concepts, know-how or techniques that you send to us for any purpose.

### Account Suspension/ Termination

DSS may suspend, end, terminate, and/or delete your account for any reason, no reason, with or without notice to you.

### Update and Maintenance Policy

DSS may at times update its Site or DSS Content and Services. This may entail temporary shutdowns of parts of the Site or DSS Content and Services. DSS will do its best to provide advanced notice before such shutdowns, but there may be times when the Site or DSS Content and Services will be unavailable without prior notice.

### Misuse of Service

You may not use any portion of the Site or the DSS Content and Services in any way not expressly permitted by this EULA. You agree that you will not assist, be involved with, or facilitate any type of attack upon any of the Site or the DSS Content and Services including denial of service attacks, disruption of the Site or the DSS Content and Services or any other person's use of the Site or the DSS Content and Services, or attempt to gain unauthorized access

to the Site or the DSS Content and Services, or obtain access to an account registered to a different user, or the computer systems or networks connected to the Site or the DSS Content and Services.

#### No Data Mining

You agree that you will not and will not facilitate the (1) procurement of information from the Site or the DSS Content and Services using a method not expressly permitted by DSS, (2) intercept, examine, collect, scrape, or otherwise collect/observe any communications or data sent from users to DSS computers, or (3) use any third-party software to collect information regarding the Site or the DSS Content and Services.

#### Disclaimers, Indemnity & Limitation of Liability

THE SITE AND THE DSS CONTENT AND SERVICES IS PROVIDED TO YOU “AS IS” AND WITHOUT WARRANTY. DSS AND ITS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. You agree to indemnify and hold harmless DSS from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of your breach of any provision of this agreement or your activities in connection with use of or access to the Site or DSS Content and Services. If any portion of these disclaimers or limitation of liability is found to be invalid or unenforceable for any reason, you expressly acknowledge and agree that the aggregate liability of DSS shall not exceed one hundred dollars (\$100).

#### Consent to Communication

If you provide us with a form of contact information, you expressly agree and consent that we, or our authorized service providers, can use that information to contact you. This means you also consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

#### Governing Law

Any dispute concerning this agreement will be governed by and construed and enforced in accordance with the laws of California, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

