

AUTHORIZED USER TERMS

SPECIALNEEDSWARE, INC. DBA ORI LEARNING · VERSION v2026.09 · EFFECTIVE SEPTEMBER 23, 2026

PART A — TERMS FOR TEACHERS, ADMINISTRATORS AND PUBLISHERS

1. SCOPE AND RELATIONSHIP TO THE AGREEMENT

1.1 Who these Terms are for. These Authorized User Terms (these “Terms”) are between SpecialNeedsWare, Inc. dba Ori Learning, a Delaware corporation, with its principal place of business at 66 Summit Ave, Chatham, NJ 07928 (“Ori Learning”), and you, an individual who uses the Platform through an Account a Customer provisions for you as a Teacher, Administrator or Publisher (a “Customer Account”), or through an account you create for yourself as an independent educator with no Customer (an Independent Account). The Definitions’ terms Authorized User, Account and Teacher describe a Customer Account only; where these Terms say “your account” they mean either kind. Students are never asked to accept these Terms or any other terms (Part B).

1.2 The Customer’s Agreement comes first. If you use a Customer Account, the Customer’s Agreement with Ori Learning governs the Services, Customer Data and Student Data. These Terms govern Ori Learning and you as to your use of the Platform, and they bind no Customer. They never add to or take away from the Agreement, and they yield to it wherever the two differ. Nothing you accept in the Platform forms or varies the Agreement, and nothing you accept grants Ori Learning any permission over Student Data (Master §1.5, §1.7, §9.4). Section 1.3 states the order of precedence among the documents that make up a Customer’s Agreement; it concerns a Customer Account only.

1.3 Order of precedence. If the documents that make up the Agreement conflict, the document listed higher below controls to the extent of the conflict:

- (a) a Data Privacy Agreement executed by both the Customer and Ori Learning, including a National Data Privacy Agreement, a state form, or a Customer-authored agreement, as to the treatment of Student Data, and as to a term of Section 11, 12, 13 or 14 of the Master Subscription Agreement only where it names the term it varies;
- (b) a State Addendum executed for the Customer, as to its subject matter;
- (c) the Data Privacy Addendum, including its Exhibits and Annexes, as to Student Data and Customer Data;
- (d) the Order Form, with its Schedule 1 and any award-specific addendum attached under it, except that a term the award-specific addendum identifies as one the federal award or cooperative contract makes mandatory controls a conflicting term of any document listed here to the extent the law requires and no further;
- (e) the Master Subscription Agreement;
- (f) the Accessibility Exhibit and the Acceptable Use Policy, in that order; and

(g) the Authorized User Terms and any posted notice or policy, which bind only the individual who accepts them, whether an Authorized User or the holder of an Independent Account, and never the Customer.

The Ori Learning Definitions control the meaning of a capitalized term in every document listed above, except where a document at (a) or (b) defines the term for its own subject matter. An Order Form varies the Master Subscription Agreement only by language that identifies the section varied; a commercial field completed on the Order Form is not a variation. An Order Form varies the Data Privacy Addendum, a State Addendum, or an Exhibit only by language that identifies the section varied and is signed by both parties. A certification, disclosure or form that the Customer's law requires binds Ori Learning only where the Order Form identifies it or a signed amendment adopts it, and then as part of the Order Form. A purchase order's printed terms do not vary the Agreement. Nothing in this order of precedence limits a right or remedy that applicable law does not permit to be limited.

1.4 Independent Accounts. If you use an Independent Account, these Terms and the Ori Learning Definitions are your agreement with Ori Learning for the Platform. Of Sections 3 to 8: Sections 3.1, 3.2, 3.4, 4.3, 5.1, 5.4, 5.5, 6, 7.1 and 8 apply to both kinds of account; Sections 3.3, 4.1, 4.2, 4.4, 5.2, 5.3 and 7.2 apply to a Customer Account only; Section 7.3 sets the forum for an Independent Account only and preserves the position of a Customer and of a Customer Account user; and Section 9 of these Terms applies to an Independent Account only and sets its permitted scope. The only parts of the Acceptable Use Policy that apply to an Independent Account are its Sections 4, 6 and 8, which apply to you as terms of these Terms; the limbs of those Sections that presuppose a Customer, a Teacher or a Student do not apply.

1.5 Acceptance. From the date these Terms take effect, Ori Learning presents them and, for a Customer Account, the Acceptable Use Policy in the acceptance prompt shown to Teacher, Administrator and Publisher users before they use the Platform, and presents a new version the same way. The prompt is how a version is presented to you: the version in effect on the date you use the Platform governs that use (Section 10), and declining the prompt ends your access. Ori Learning records that you accepted and the date.

2. DEFINITIONS

Capitalized terms have the meanings given in the Ori Learning Definitions, published at orilearning.com/legal/definitions/ with a version tag, an effective date and an archive, in the version in effect on the effective date of these Terms. That version governs for this version of these Terms, and a material change to the Definitions reaches an Independent Account only through a new version of these Terms under Section 10. "Customer Account" is defined in Section 1.1; "Independent Account" and "Independent Account Data" have the meanings given in the Ori Learning Definitions.

3. YOUR ACCOUNT

3.1 Yours alone. Use only your own account. Keep your password and any other credential confidential, do not share them, and sign out on a shared device.

3.2 If something is wrong. If you think your credentials have been exposed or your account has been used by someone else, tell your Administrator promptly, or legal@orilearning.com, which Ori Learning reads on Business Days, if you have an Independent Account.

3.3 The Customer administers a Customer Account. The Customer decides your role and access and may change or deactivate your Customer Account at any time; Ori Learning follows its instructions (Master §4.2; DPA §3.3).

3.4 Suspension. Ori Learning may suspend your account or restrict a feature only where immediately necessary to prevent or contain a Security Incident, to stop a use that violates these Terms or the Acceptable Use Policy, or to comply with Applicable Law. It limits the suspension to what is necessary, gives prompt notice to an Administrator or, for an Independent Account, to you, and restores access once the cause is resolved. For a Customer Account, Master §5.6 and Acceptable Use Policy §9 state this rule and control.

4. USING THE SERVICES

4.1 Purpose and rules. Under a Customer Account you may use the Services only for the School-Authorized Educational Purpose, within the Products, Sites and roles the Customer licenses. The Acceptable Use Policy, published at orilearning.com/legal/acceptable-use/ in the version shown with these Terms, applies to you and you accept it with these Terms; its rules for everyone are in its Section 4 and its rules for your role in its Section 5. Section 9.1 sets the permitted scope of an Independent Account, and Section 1.4 states the only parts of the Acceptable Use Policy that apply to one.

4.2 Student Data. You may access Student Data only as your role and the Customer's configuration allow, and only for the Customer's educational purposes. Do not export, share or use Student Data outside the Customer's policies and Applicable Law. A request from a Parent, a Student or an Eligible Student about Student Data is the Customer's to answer; refer it to the Customer's privacy contact unless the Customer directs otherwise (DPA §7.3), although a Parent of a Student under 13 may also ask Ori Learning directly (DPA §4.7).

4.3 Recordings. Record only your own spoken response to an activity; do not use the Platform to record a class, a conversation or anyone who has not agreed to be recorded. A recording or response method the Customer authorizes as an accommodation or assistive communication for a Student is permitted, with the response attributed to the Student (Acceptable Use Policy §4(b), §6.3).

4.4 Printable Materials. Under a Customer Account you may download and print Printable Materials only as Master §3.3 permits: for instruction at the Customer's licensed Sites during the Subscription Term, including hosting them within the Customer's own learning-management system for its licensed Authorized Users at the licensed Sites, and never for redistribution or sale, or for hosting anywhere else as a substitute for the Platform. Section 9.1 is the only printing rule for an Independent Account.

5. CONTENT AND INTELLECTUAL PROPERTY

5.1 Ori Learning's property. Ori Learning and its licensors own the Platform, the Curriculum Content, the Printable Materials and the Documentation (Master §9.1). You receive no right in them beyond the license the Customer holds or, for an Independent Account, Section 9.1.

5.2 What you create in a Customer Account. Materials you author through a Customer Account, such as courses, assessments and posts, are Customer Data and belong to the Customer (Master §9.2); Ori Learning's only license in them is the one the Customer grants in Master §9.4, and it takes none from you.

5.3 Student work. Student-Generated Content is Student Data. Ori Learning claims no ownership of it, and nothing a Student accepts or acknowledges in the Platform gives Ori Learning a license; the only license Ori Learning holds in it is the license in Master §9.4, which arises from submission as the Customer authorizes. Whether a Student, a Parent or the Customer holds the rights in it is determined by the Customer's policies and Applicable Law (Master §9.3; DPA §3.8). Use it only for the Customer's educational purposes, and outside the Platform only as the Customer's policies allow.

5.4 Feedback. Feedback excludes Student Data and Customer Data. If you give Ori Learning Feedback, you grant Ori Learning a non-exclusive, perpetual, irrevocable, royalty-free, sublicensable license to use, modify and incorporate it for any purpose, without obligation to you or to any Customer. Ori Learning does not acquire ownership of Feedback, does not treat Feedback as Confidential Information, and does not identify you or a Customer as its source without prior written consent.

5.5 Copyright complaints are handled as Section 8 of the Acceptable Use Policy describes.

6. YOUR INFORMATION

The Student & Education Privacy Notice, published at orilearning.com/legal/student-privacy-notice/, describes how Ori Learning handles information about you and about Students. Information about a Customer Account is Customer Data governed by the Customer's Agreement. For an Independent Account, what you submit or generate is Independent Account Data, and Ori Learning commits to you, as terms of these Terms, that it: uses Independent Account Data only to provide, support, secure and improve the Platform and to communicate with you about it; never sells it or shares it for targeted advertising; keeps it until you close the account, or until Ori Learning closes it under Section 8, except the business records of a purchase, which it keeps for the periods the Retention & Deletion Schedule states; and answers a request to access, correct or delete it, sent to legal@orilearning.com, within 30 days after verifying your identity. Nothing in these Terms is a consent to any use of Student Data; every permission over Student Data comes from the Customer under the Data Privacy Addendum or a Data Privacy Agreement.

7. GOVERNING LAW AND DISPUTES

7.1 The dispute terms. New Jersey law governs these Terms as between you and Ori Learning. A dispute under these Terms is decided in court, not in arbitration, and Section 7.3 names the courts for an Independent Account.

7.2 Customer Accounts. These Terms give the user of a Customer Account no warranty, service level or contractual remedy of their own: those run to the Customer under its Agreement, which these Terms neither limit nor expand (Master §12.5). Nothing in these Terms limits a right of yours that the law does not allow to be waived, or any right of the Customer. Raise a concern about the Services with your Administrator or with support@orilearning.com.

7.3 Independent Accounts: courts. A dispute between Ori Learning and the holder of an Independent Account is brought only in the state or federal courts located in New Jersey, whose jurisdiction each accepts, subject to any law that gives a consumer the right to sue where the consumer lives. Nothing in this Section changes the law or forum that governs a Customer's Agreement, or the rights of a Customer Account user.

8. ENDING YOUR ACCESS

The Customer may deactivate a Customer Account at any time, and your right to use the Services under it ends when the Customer's Subscription Term ends or the Customer Account is deactivated. You may close an Independent Account at any time, and Ori Learning may close one on 30 days' notice, including after 24 months without a sign-in, or without notice where Section 3.4 applies. Sections 4.2, 5, 6 and 7 survive; for an Independent Account, Sections 9.3, 9.5 and 9.6 also survive.

9. INDEPENDENT ACCOUNTS

This Section applies only if you use an Independent Account. Nothing in it applies to a Customer Account or to any Customer.

9.1 License to you. Ori Learning grants you a personal, non-exclusive, non-transferable license to use the Platform and the Curriculum Content you have purchased or been given access to, for your own instruction or evaluation, for the period stated when access was granted, and to print Printable Materials for your own classroom. You may not sublicense, redistribute, host elsewhere or sell any of it.

9.2 No students without a Customer. Do not create a Student account, roster a student or submit Student Data through an Independent Account. A student's information belongs in the Platform only under an Agreement between the student's school or district and Ori Learning that covers that student, and only in an account the school's authorization actually reaches; an Independent Account is not one unless the school brings it under its Agreement.

9.3 Your content. You grant Ori Learning a non-exclusive license to host, copy, process, display and back up content you submit, solely to provide and support the Platform to you. After the content is deleted or your Independent Account closes, the license continues only for deletion, the rotation of backups and any retention the law requires, until deletion is complete under the Retention & Deletion Schedule. You confirm that you hold the rights to what you submit. This license is given only by the holder of an Independent Account; Master §9.4 continues to apply to every Authorized User under a Customer's Agreement.

9.4 Purchases. If you buy access, the price, period and refund terms are stated when you buy. Payments are processed by the payment provider identified on the Subprocessor Schedule, and Ori Learning does not store your card number.

9.5 Warranty and liability. TO THE EXTENT THE LAW THAT APPLIES TO YOU ALLOWS, ORI LEARNING PROVIDES THE PLATFORM TO AN INDEPENDENT ACCOUNT AS IT IS AND DISCLAIMS EVERY WARRANTY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY PROMISE THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL PRODUCE PARTICULAR RESULTS. To the same extent, Ori Learning is not liable

to you for indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, revenue, data or goodwill, and its total liability to you for the Platform is limited to the greater of the amounts you paid Ori Learning in the 12 months before the event giving rise to the claim and one hundred United States dollars. Nothing in this Section limits liability for fraud or willful misconduct, for death or personal injury caused by negligence, or for anything else the law does not allow to be limited.

9.6 Your responsibility for claims. To the extent the law that applies to you allows, you will defend and indemnify Ori Learning against a third-party claim, and the damages, approved settlements and reasonable attorneys' fees that result, to the extent the claim is caused by content you submit or by your material breach of Section 4.3 or 9, or of Sections 4, 6 and 8 of the Acceptable Use Policy as Section 1.4 applies them to you. Ori Learning will give you prompt written notice and reasonable cooperation, and it controls the defense and settlement. This Section never applies to a Customer or to anyone using a Customer Account.

10. CHANGES AND VERSIONS

Each version of these Terms carries a version tag and an effective date and states which version it supersedes; prior versions remain available in the archive at orilearning.com/legal/archive/. The version posted at orilearning.com/legal/authorized-user-terms/ on the date you use the Platform governs that use. When a new version takes effect, Ori Learning presents it in the acceptance prompt; the prompt presents the version and is not what makes it apply, and declining it ends your access. A material change to the Ori Learning Definitions reaches an Independent Account the same way. A change to these Terms never changes a Customer's Agreement. This version replaces the Terms of Service previously posted at orilearning.com, and any other earlier Ori Learning terms, to the extent they governed an individual's use of the Platform.

11. CONTACT

Questions about your account or the Services: support@orilearning.com. Accessibility problems or accommodation requests: admin@orilearning.com (Accessibility Exhibit §7). Notices to Ori Learning: SpecialNeedsWare, Inc. dba Ori Learning, Attention: Legal, 66 Summit Ave, Chatham, NJ 07928; legal@orilearning.com.

PART B — STUDENT NOTICE

Students are not asked to accept these Terms or any other terms, and nothing a Student does in the Platform forms an agreement with Ori Learning. A Student uses the Platform under the Customer's Agreement with Ori Learning and the Customer's own rules; the Acceptable Use Policy, which binds the Customer, sets out the rules for Students' use of the Platform in its Section 5.4. How Ori Learning handles information about Students is described in the Student & Education Privacy Notice at orilearning.com/legal/student-privacy-notice/, which begins with a short summary written for students and is linked from the Student Portal.