



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

K12 Insight, LLC hereby provides notice of the following update to
(Vendor Name)

Contract number: R170401 for Feedback and Customer Service Solutions for Schools on
this date July 22, 2021.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other Adding K12 Insight Terms of Service and Privacy Policy
____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Request to add K12 Insight Privacy Policy and Terms of Service documents.

Submitted By: Celia Anderson

Approved Date 7/23/2021 | 7:58 AM CDT

Title: Director of Revenue Operations

Denied Date _____

Contact Number: 703-542-9635

Email Address: canderson@k12insight.com

DocuSigned by:
Robert Engelmann
Region 4 ESC: _____
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K12 *Insight* PRIVACY POLICY

K12 *Insight*, LLC (“**K12 *Insight*”** “us” or “we”) is committed to protecting the personal information of our Clients, users, and visitors. This Privacy Policy explains how your personal information is collected, used, and disclosed by K12 *Insight* in connection with our website and online services available at www.k12insight.com, or any other website or mobile application linked to this Privacy Policy (collectively, the “**Sites**”). This Privacy Policy also describes how we collect Data through the online software platform and technology services solutions used by our Clients to engage with their customers, end users, students, parents, school community members, and other individuals (the “**Client Solutions**”). The Site and Client Solutions together are collectively referred to as our “**Service.**” “**You**” or “**your**” means a visitor or a user (whether signed in or not) of our Service.

This Privacy Policy describes K12 *Insight’s* use of information collected through the Service. This Privacy Policy does not govern the data practices of any third parties, such as our Clients who may use your personal information collected through the Service for their own purposes in accordance with their own privacy policy.

By accessing or using our Service, you signify that you have read, understood, and agree to our collection, storage, use and disclosure of personal information as described in this Privacy Policy.

1. OUR SOLUTION, SOFTWARE AND SERVICES

K12 *Insight* software solutions are provided in an Application Service Provider (“ASP”) model and accessed using industry-standard web browsers via the web, or a mobile device, or using a mobile app on a mobile device. Many of our Clients use our software solutions on a Self-Service basis, whereby the Client or its authorized staff are solely responsible for the data they input to our system and the data our systems collect from their stakeholders. Such use of our solution is referred to in this document as “Self-Service.” In some instances, we may manage a project on behalf of our Clients, which we refer to as our “Consulting Service.” In either scenario, we process Client Data (defined below) on our Client’s behalf.

2. HOW WE COLLECT INFORMATION AND DATA

We collect personal information in a variety of ways through our Sites and Solutions.

When registering for our Services or submitting a request on our Sites, we generally request the following information: including, but not limited to, name and contact information, company name, name of business representative, title of business representatives, company address, telephone number, email address, username and password, and billing information which may include credit card numbers. Clients also provide us with information regarding the services they have ordered. We may also collect information if you complete a survey or provide content or commentary through the provision of feedback, reviews, or customer service requests, or otherwise communicate with us.

In providing the Client Solutions, we collect information and content input to the Solution by Clients or their users as well as information generated by K12 *Insight* relating to the Client’s use of the Solution (all of which we call “**Data**”). Depending on how the Client chooses to use (or, in case of Consulting Services, direct K12 *Insight* staff to use) the Client Solutions, Data may include personal information relating to our Client’s employees, visitors, users and others. For example, when used by a School Client, Data could include first and last name, student ID number, grade level, ethnicity, address, phone number, and

email, or any combination of the same, and Let's Talk! dialogue information, which contains questions, comments, concerns, suggestions, compliments, and similar communications by any stakeholder in a school system.

We automatically collect certain types of device and usage information when you visit or use our Sites or Solutions deployed on Client websites through tracking technologies such as cookies, web beacons, pixels, and similar technologies. We collect information about your device and its software (such as your IP address, device type/model/manufacturer, and unique identifier), information about the way you access and use the Service (such as visited pages, surveys, landing pages of our Clients and interest areas, referring URLs), information about your location (depending on your device settings, this could include GPS or other location data, or we may infer your location through other data such as an IP address), and analytics information. We may use third party partners to collect this information. For example, we use Google Analytics to help us measure traffic and usage trends for the Service and to understand more about the demographics of our users. You can learn more about Google's practices at <http://www.google.com/policies/privacy/partners> and view its opt-out options at <https://tools.google.com/dlpage/gaoptout>. Unfortunately, we are unable to respond to Do Not Track signals set by your browser at this time. We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see Section 7 "third-party tracking and online advertising" below.

3. HOW WE USE INFORMATION

We use the information we collect, including personal information, to operate, maintain, and provide the features and functionality of the Service, to process billing and payments, to improve, market and promote our solutions and services, to inform our marketing and advertising activities; to detect and protect against fraud or misuse, and for other similar purposes. We also use information to communicate directly with you, such as to send you email messages and push notifications and permit you to communicate with others. We may send you Service-related emails or messages (e.g., account verification, change or updates to features of the Service, technical and security notices).

We use information collected through tracking technologies to remember information so that a user will not have to re-enter it during subsequent visits; provide custom, personalized content and information; to provide and monitor the effectiveness of our Service; monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; diagnose or fix technology problems; help users efficiently access information after signing in, and otherwise to plan for and enhance our Service.

4. HOW WE USE CLIENT DATA

K12 *Insight* collects and processes Data solely on behalf of our Clients, and in accordance with our agreements with our Clients, in order to provide our Solutions and Service. All Data is owned and controlled by the Client and we regard Data as highly confidential. We do not use or disclose Data except as authorized and required by our Clients and as provided for in our agreements with our Clients.

We maintain a database of our Clients' information that is used only for internal business functions, such as technical support, marketing activities, billing, and to notify Clients of changes or enhancements to the services. We may use Data to improve the performance of our website and services by analyzing user behavior, including frequency of use, troubleshooting technical problems, resolving disputes and to address complaints, and to verify compliance with our Terms of Service. We may also anonymize and aggregate the Data and use such anonymized and aggregated data for our own business purposes and benchmarks.

K12 *Insight*, its staff, and authorized consultants, all of whom follow this Privacy Policy and are bound to protect Client Data in the manner indicated here, may access Data solely to provide customer support or Services requested by Client. Other than to provide technical support upon request or to process Data as part of a Consulting Service, K12 *Insight* employees and consultants do not actively access and view Data.

5. INFORMATION SHARING AND DISCLOSURE

We may share information that we collect with:

- Agents, vendors, or contractors that K12 *Insight* uses to support the operations of our business and that perform services on our behalf, which may include serving targeted advertisements, sending emails, processing payments, providing web hosting and analytic services, subject to reasonable confidentiality terms.
- Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or other agreements or to protect the security or integrity of the K12 *Insight* Service, including to prevent harm or financial loss, or in connection with preventing fraud or illegal activity; and/or (c) to exercise or protect the rights, property, or personal safety of K12 *Insight*, our Clients, users or others.
- With other companies and brands owned or controlled by K12 *Insight*, or under common ownership and control as K12 *Insight*. These companies will use your personal information in the same way as we can under this Privacy Policy.
- Other parties in connection with a company transaction, such as a merger, sale of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of a bankruptcy or related or similar proceedings. If we sell, divest or transfer our business, we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the Client with notice and an opportunity to opt-out of the transfer of Data before the transfer occurs.

In addition, Data collected from or on behalf of a Client is shared with that Client and its authorized users. Depending on the Client's use and settings, some Data input to the Solutions may be publicly available to other Client users or to the public. We also share Data with third parties as instructed by, or at the direction of, the Client or its users. Our Client's use of such Data collected through the Service is governed by the Client's own privacy policies.

We may also share information or Data with others in an aggregated or otherwise anonymized form that does not reasonably identify you directly as an individual. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality and product offerings.

We may share information or Data to the extent necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our [Terms of Service](#), or as otherwise required by law. However, electronic communications made through the Let's Talk!™ Service may be deemed an "electronic communication" by K12 *Insight*. As such, K12 *Insight* reserves the right to protect Information that it believes is protected from compelled disclosure pursuant to the Electronic Communications Privacy Act, 18 U.S.C. § 2510, et seq., ("ECPA") and the Stored Communications Act, 18 U.S.C. § 2701, et seq., ("SCA"), in addition to

protections afforded by state law. The protections provided under the SCA and ECPA enable K12 *Insight* to prevent governmental authorities from seeking compelled disclosure of certain electronic communications.

6. YOUR DATA RIGHTS AND CHOICES

Modifying your information. Clients' information may be viewed and modified in our active database in real-time, at any time. The changed information may remain in archives and records for some period of time. Once survey responses have been submitted, the survey participant will not be able to access his or her participant information. If you use the Service offered by a K12 *Insight* Client, please contact the Client to request modification to your information.

Remaining anonymous. K12 *Insight* has built software features that may allow for anonymity, though these features may depend on the Client's configuration of the Service. For example, the Client may elect to either hide or make available to survey participants certain client contact information in connection with a survey. Similarly, users may be able to send communications through the Service without sharing personal information with the recipient. Please note, the identity of a user may be revealed upon reasonable belief that identification is reasonably necessary to protect the life, health or safety of K12 *Insight*, our users, or any other individual, or as may be required by law or in response to a legal request.

Control email communications. You can opt-out of receiving promotional emails from K12 *Insight* by clicking the "unsubscribe" feature at the bottom of each email. Unfortunately, you cannot unsubscribe from Service-related messaging.

Communications sent by Clients. Clients may send email or SMS/text messages to recipients through the Client Solutions and K12 *Insight* does not control those communications. Our Clients are solely responsible for all communications sent through the Service and for compliance with all applicable laws relating to such communications. To opt-out of receiving communications from a Client through the Solutions, please contact the Client directly.

7. THIRD-PARTY TRACKING AND ONLINE ADVERTISING

K12 *Insight* does not display any targeted ads on the Client Solutions.

Please note that although we may permit third party advertising partners to collect information from visitors to our website for the purpose of displaying advertisements on other websites or online services on our behalf, we take many steps to prevent such collection from users of our Client Solutions. We may display non-targeted advertisements to users on our website, while using our Services or on other sites or services.

When you visit our website, we work with third-party online advertising networks which use technology to recognize your browser or device and to collect information about your visit to our Service to provide customized content, advertising and commercial messages to you on other websites or services, or on other devices you may use. We (through the third-party advertising networks) use this information to direct our online advertisements to those people who may find them relevant to their interests.

Typically, though not always, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device. To learn more about cookies, clear

gifs/web beacons and online advertising technologies and how you may opt-out of some of this advertising, you may wish to visit the Digital Advertising Alliance's resources at www.aboutads.info/choices and/or the Network Advertising Initiative's online resources, at www.networkadvertising.org.

8. INFORMATION RETENTION AND DELETION

We will retain personal information for as long as needed to provide the Service and for our internal business purposes, which may extend beyond the termination of your subscription or user account. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain and use information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy. To request deletion of your information, please email us at privacy@k12insight.com.

Data. Unless otherwise specified in writing, K12 *Insight* shall delete or de-identify Data within ninety (90) days after termination of this Agreement, in accordance with K12 *Insight's* standard data deletion and destruction practices, unless the Client provides K12 *Insight* with a written request to delete such data prior to the ninety (90) days or to follow a different deletion practice. The Client may also delete, download, or retrieve the Data at any time during the Term and for up to thirty (30) days thereafter. The Client is responsible for requesting deletion of any Data which is no longer needed for the Client's purpose.

If you use the Service offered by a K12 *Insight* Client, you may request deletion of your information by contacting the Client directly. We will cooperate with the Client to respond to this request.

We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. Similarly, we may not be able to permit information that was previously shared with others through the Services, such as the content of messages and other communications. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

9. HOW WE STORE AND PROTECT INFORMATION

Storage and processing: Your information collected through our Service may be stored and processed in the United States or any other country in which K12 *Insight* or our affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

Keeping information safe: We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected and maintained by our Service. Unique usernames and passwords must be entered each time a person logs on. Our websites are hosted in a secure server environment that uses a firewall and other technology to prevent access from outside intruders, in line with prevailing industry

standards. Internally, we use security-logs, train our employees, and limit access to K12 *Insight* personnel who need to know in order to perform their job functions. Other security safeguards include, but are not limited to, data encryption and physical and technological access controls. All of our technology and processes are not, however, guarantees of absolute security. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify our Client or individual users whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations and our agreements with our Clients. Clients must actively protect their information by maintaining the confidentiality of all usernames and passwords and by adequately installing the appropriate anti-virus programs and security measures on their own systems. You must immediately notify K12 *Insight* if any information security breach is suspected.

10. HOW WE PROTECT STUDENT DATA AND COMPLY WITH LAWS

When the Service is used by Clients that are providers of educational services, such as schools, school districts, or teachers (collectively referred to as “**School Clients**”), we may collect or have access to Data that includes personal information of students, which may be provided by the School Client or by a student, parent, guardian or other user (“**Student Data**”). While we consider all Client Data to be confidential and in general do not use such data for any purpose other than improving and providing our Services to our Clients, we exercise special caution to protect Student Data.

Student Data privacy principles. We are committed to the following principles to protect Student Data:

- We collect, maintain, use, and share Student Data only to provide and support the Service as described in our Privacy Policy, to maintain, develop, support or improve our websites, services and applications, and as otherwise permitted by our agreements or with the consent of the parent, guardian, student or School Client.
- We do not use or disclose Student Data for targeted advertising purposes. While we do permit third-party advertising partners to operate on our website for the purpose of retargeting, analytics, and attribution services, we do not engage third party advertising partners to collect information through our Solution Services.
- We do not build a personal profile of a student other than in furtherance of the School Client’s use of the Service, or as authorized by a student or parent.
- We maintain a comprehensive data security program designed to protect the types of Student Data maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the School Client with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.

- We will not make any material changes to our Privacy Policy or contractual agreements that relate to the collection or use of Student Data without first giving notice to the School Client and providing a choice before the Student Data are used in a materially different manner than was disclosed when the information was collected.

How we use and disclose Student Data. We use and disclose Student Data as described in our Privacy Policy under Section 4 “How We Use Client Data” and Section 5 “Information Sharing and Disclosure.”

How we retain and delete Student Data. We do not knowingly retain Student Data beyond the time period required to support the School Client’s purpose, unless authorized by a School Client, student, or parent. Unless otherwise directed by a School Client, we will delete or de-identify Student Data after the termination of our agreement with the School Client, in accordance with the terms of any applicable written agreement with the School Client, written requests from authorized School Client administrators, and our standard data retention schedule.

School Clients can request account or data deletion at any time by contacting us at privacy@k12insight.com. We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. Similarly, we may not be able to delete information that was previously shared with others through the Services, such as the content of messages and other communications. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

Compliance with laws. We do not use Student Data for any purpose other than to provide the Services, in accordance with contractual agreements with our School Clients. K12 *Insight* does not own or control Student Data, which belongs to the individual student and/or the School Client. As specified in our agreements with School Clients, the K12 *Insight* Service is designed to provide protections for Student Data as required by various applicable privacy laws. For example:

- **The Family Educational Rights and Privacy Act (“FERPA”).** This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students' educational records under FERPA. We agree to work with our School Clients to jointly ensure compliance with the FERPA regulations.
- **Children’s Online Privacy Protection Act (“COPPA”).** K12 *Insight* is not directed to children under 13 and does not knowingly collect any information from children under the age of 13. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends communications through the Service to children under the age of 13, the School Client provides the requisite consent for K12 *Insight* to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA.
- **Students Online Personal Information Protection Act (“SOPIPA”).** This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of providing the features and functionality of the Service. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition,

bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify the School Client and provide an opportunity to opt-out by deleting student accounts before the data transfer occurs.

- **California Assembly Bill 1584 ("AB 1584").** This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by K12 *Insight* from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, K12 *Insight* will notify the LEA and will provide the LEA with information to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our agreements with each School Client and as described in this Privacy Policy.

If you have any questions about our practices with regard to Student Data, please contact us at privacy@k12insight.com.

10. CHANGES TO OUR PRIVACY POLICY.

As we are constantly improving the Services and expanding our business, K12 *Insight* reserves the right to modify this Privacy Policy from time to time to reflect such improvements. In the event we make such changes, we will announce the changes and post the new policy at <https://www.k12Insight.com/privacy-policy>. We will also use our best efforts to provide advance notice of any material changes to this Privacy Policy, to permit you a reasonable chance to review before such changes go into effect. If you object to any changes, you may close your account and/or discontinue your use of the Service. Continuing to use our Service after we publish changes to this Privacy Policy means that you are consenting to the changes.

K12 *Insight* shall not make any material change to the Privacy Policy or our practices that involve the collection or use of Student Data without first giving thirty (30) days' notice to School Client and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

Last Updated: December 15, 2019

Effective Date: January 1, 2020

K12 *Insight* TERMS OF SERVICE

Welcome to K12 *Insight*, LLC (“K12 *Insight*”, “Company”, or “we”). K12 *Insight* is a Virginia limited liability company that provides a range of solutions and services to organizations directly or indirectly affiliated with education as further described in these Terms of Service (the “Agreement”). This Agreement governs your use of our website (the “Site”), our online platform and services (the “Platform”), our mobile service (the “App”), the Site, any other online service which links to this Agreement and any software and technology provided on or in connection with the Platform, the Site or the App (collectively, the “Service”).

This Agreement applies to all users. Users of the Service include (a) companies, organizations or other legal entities who purchase the Service in order to facilitate communication efforts (“Clients,” and to the extent that any such Client is a school, school district or other educational institution customer, “School Clients”) and (b) parents, students, Authorized Users (defined below) and any other visitor, user and other individual who accesses or otherwise uses the Service whether or not they have an account (collectively, (a) and (b) are referred to as “Users” or “you”).

This is a contract between you and K12 *Insight*. By (a) executing a Sales Order Form (“SOF”); (b) accessing or using the Service; or (c) by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood and agree to be bound by this Agreement, and to the collection and use of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. If you do not agree, you may not use the Service. K12 *Insight* reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below.

Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, including but not limited to a SOF and any addenda attached thereto, which are hereby incorporated into this Agreement by reference.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. USE OF THE SERVICE

1.1. Eligibility. You may use the Service only if you can form a binding contract with K12 *Insight*, and only in compliance with this Agreement and all applicable laws, rules, and regulations.

1.2. Limited License. Subject to the terms of this Agreement, K12 *Insight* hereby grants you a non-exclusive, limited, non-transferable and freely revocable license to use the Service as permitted by this Agreement and the features of the Service. K12 *Insight* reserves all rights not expressly granted herein in the Service.

1.3. User Accounts.

- (a) We may maintain different types of accounts for different types of users. If you open an account on behalf of a Client, then (i) “you” and “your” includes you, that Client, and any and all Authorized Users and (ii) you represent and warrant that you are an authorized representative of the Client with the authority to bind the Client to this Agreement, and that you agree to this Agreement on the Client’s behalf. You acknowledge and agree that if you are opening an account or otherwise using the Service as or on behalf of a Client, your employees, consultants, contractors, customers, agents and any other user authorized to use the Service in connection with your or your Client’s account (collectively, “**Authorized Users**”) must create their own accounts and must separately agree to be bound by this Agreement.
- (b) You may never use another user account and each account may only be used by one individual. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account. You must notify K12 *Insight* immediately of any breach of security or unauthorized use of your account. K12 *Insight* will not be liable for any losses caused by any unauthorized use of your account.

2. TERM

If you are a Client and have entered into a Sales Order Form (“SOF”), then you are entitled to use the Service only for the applicable duration stated in the SOF and subject to the Payment Obligations in Section 7 (Payment Obligations), below.

3. PRIVACY POLICY

We respect your privacy and are committed to protecting it. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate and anonymized data as set forth in our [Privacy Policy](#) and to have your personal information collected, used, transferred to and processed in the United States.

4. USER CONTENT

Some areas of the Service allow Users to submit, post, transmit, display, provide, or otherwise make available content such as videos, images, music, comments, questions, survey questions and other content or information, independently developed by Customers, Authorized Users, or Users without consultation from K12 *Insight* (any such materials a User submits, posts, displays, provides, transmits, or otherwise makes available on the Service are referred to as “**User Content**”).

WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS. You shall be solely responsible for the accuracy, quality, integrity, and legality of User Content, the means by which you acquired it, and the consequences of posting, transmitting, sharing, or otherwise making it available on or through the Service, and you agree that K12 *Insight* is only acting as a passive conduit for your distribution and publication of your User Content.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to K12 *Insight* a worldwide, royalty-free, sublicensable, transferable, non-exclusive license to use, reproduce, modify, adapt, create derivative works, and otherwise use your User Content for the purpose of providing the Service to you and as otherwise permitted by this Agreement and K12 *Insight's* [Privacy Policy](#).

For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person’s name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to submit any User Content relating to third parties.
- Your User Content and K12 *Insight's* use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- K12 *Insight* may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

5. USER DATA

5.1. User Data. Some areas of the Service may allow K12 *Insight* to collect personal information or data from or about a Client’s Authorized Users, parents, students, community members or other Users that a Client permits to use the Service (collectively, “**User Data**”). This may include survey responses, messages, Communications (defined below) and user contact details. Our [Privacy Policy](#) explains how K12 *Insight* collects, maintains, uses, discloses and deletes User Data collected or generated by the Service.

5.2. Ownership and License. As between a Client and K12 *Insight*, the Client owns and shall retain all right, title and interest (including all Intellectual Property Rights) in and to User Data; however, by submitting or causing to be submitted User Data to K12 *Insight*, the Client hereby grants, and represents

and warrants that the Client has all rights necessary to grant, all rights and licenses to the User Data required for K12 *Insight* and its subcontractors and service providers to provide the Service.

5.3. User Data Restrictions. A Client may not submit, or cause to be submitted, any User Data that includes a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial or health information, or any other information which may be subject to specific data privacy and security laws including, but not limited to, the Gramm-Leach-Bliley Act ("**GLBA**"), or the Health Insurance Portability and Accountability Act ("**HIPAA**"), or which could give rise to notification obligations under data breach notification laws, without K12 *Insight's* prior written approval.

5.4. Responsibility for User Data. You (not K12 *Insight*) bear sole responsibility for adequate security and protection of User Data when in your or your Authorized Users' possession or control. Except for as expressly set forth in this Agreement, K12 *Insight* will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. The Client is solely responsible for backing up User Data on a regular basis and taking appropriate steps to safeguard and ensure the integrity of User Data. In addition to the foregoing, as between you and K12 *Insight*, you are solely responsible for any and all User Data you or your Authorized Users provide and/or cause to be provided to the Service, and the consequences of providing, posting or transmitting such User Data, including responsibility for compliance with breach notification laws. K12 *Insight's* commercially reasonable efforts to restore lost or corrupted User Data pursuant to this section shall constitute our sole liability and your sole and exclusive remedy in the event of any loss or corruption of User Data.

6. STUDENT DATA

6.1. Student Data. This Section applies to a School Client's use of the Service. When the Service is used by a Client that is a school, school district, or other educational institution (a "**School Client**") for an educational purpose, K12 *Insight* may collect or have access to User Data provided by the School or by a student, parent or guardian that contains Student Data. "**Student Data**" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

6.2. Ownership and Control. The School Client, and not K12 *Insight*, owns and controls the Student Data. You authorize K12 *Insight* to access, collect, transmit, modify, display, and store Student Data for the purpose of providing the Service and as described in this Agreement and in our [Privacy Policy](#). You may provide Student Data manually or permit K12 *Insight* to access Student Data automatically, for example, if you chose to integrate your Student Information System ("**SIS**") with the Service. You additionally authorize K12 *Insight* to collect Student Data directly from students, parents, guardians, and Authorized Users of the Service. You represent and warrant that you have the authority to provide Student Data to the Service and that you have provided all necessary disclosures to individuals regarding your sharing of Student Data with K12 *Insight* for this purpose.

6.3. Compliance with Laws. K12 *Insight* shall access and process Student Data as a "school official" with a legitimate educational interest, as that term is defined by FERPA. Individually and collectively with our School Clients and Authorized Users, K12 *Insight* agrees to uphold our obligations under FERPA, the Protection of Pupil Rights Amendment ("**PPRA**"), the Children's Online Privacy Protection Act ("**COPPA**"), applicable state laws relating to student data privacy, and with all other laws and regulations governing

the protection of personal information. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends communications through the Service to children under the age of 13, you represent and warrant that you have the authority to provide the requisite consent for K12 *Insight* to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA. We recommend that School Clients provide appropriate disclosures to students and parents regarding the School Client's use of service providers such as K12 *Insight*.

6.4. Use of Student Data. By submitting or providing K12 *Insight* access to Student Data, you agree that K12 *Insight* may use the Student Data solely for the purposes of (a) providing the Service, (b) improving and developing our Service, (c) enforcing our rights under this Agreement, and (d) as permitted with a School Client's or User's consent. You agree that both before and after the term of this Agreement, K12 *Insight* may collect, analyze and use data derived from Student Data as well as data about Users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that K12 *Insight* may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

6.5. Restrictions on the Use of Student Data. K12 *Insight* will not sell, disclose, transfer, share or rent any Student Data obtained under the Agreement in a manner that could identify an individual student to any entity other than the School Client or Authorized Users except to the extent set forth in the Agreement, and as otherwise directed by a School Client or User or permitted by law.

6.6. Restrictions on the Use of Student Data for Advertising. K12 *Insight* is prohibited from using Student Data to: (i) advertise or market to students or to direct targeted online advertising to students, and (ii) develop a profile of a student, parent/guardian or group, other than for the purpose of providing the Services or as authorized by a School Client or by a parent/guardian. Nothing shall prohibit K12 *Insight* from engaging in other types of advertising and promotional activity, such as advertising educational products on third party websites and online services or recommending additional services to school employees, so long as K12 *Insight* does not use Student Data to direct such advertisements.

6.7. Disclosure of Student Data to Third Parties. You acknowledge and agree that K12 *Insight* may provide access to Student Data to our employees and service providers that have a legitimate need to access such information in order to provide their services to us. K12 *Insight* and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. K12 *Insight* may share Student Data with third parties through the Service as directed by a School Client or an Authorized User with authority over such Student Data, which includes sharing Student Data with Authorized Users who are authorized to access messages and content sent through the Service. You acknowledge that K12 *Insight* is not responsible for the data practices of third parties authorized or directed by you or your Authorized Users to receive or access Student Data through the Service, and that you are solely responsible for the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Service.

6.8. Student Data Access and Deletion Requests. K12 *Insight* shall delete Student Data upon request from a School Client or an Authorized User with authority over such Student Data, except that

K12 *Insight* shall not be required to delete content or data a User shared to public areas of the Service. A parent or student over the age of 18 seeking to access, modify, correct, or delete Student Data will be instructed to contact the School Client or an Authorized User to discuss data deletion or modification. Unless otherwise specified in writing, K12 *Insight* shall delete or de-identify Student Data within ninety (90) days after termination of a School Client's agreement, in accordance with K12 *Insight's* data deletion and destruction practices, unless you are a School Client and provide K12 *Insight* with a written request to delete such data prior to the ninety (90) days. If you are a School Client, you may also delete, download, or retrieve the Student Data at any time during the Term and for up to thirty (30) days thereafter within your account on the Service. The School Client is responsible for maintaining Student Data that is provided by the School Client to K12 *Insight* and deleting Student Data which the School Client no longer needs for an educational purpose.

6.9. Data Security and Breach Notification. K12 *Insight* has implemented administrative, physical, and technical safeguards designed to secure the Student Data in K12 *Insight's* possession and control from unauthorized access, disclosure, and use. In the event that an unauthorized party gains access to or has been disclosed personal information (a "**Security Incident**"), K12 *Insight* shall promptly notify the School Client. If, due to a Security Incident which is caused by the acts or omissions of K12 *Insight* or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School Client shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and K12 *Insight* shall indemnify the School Client for the reasonable costs related to legally-required notifications. With respect to any Security Incident which is not caused by the acts or omissions of K12 *Insight* or its agents, K12 *Insight* shall reasonably cooperate with your investigation of the Security Incident, at the School Client's request and at your reasonable expense, but K12 *Insight* shall not indemnify the School Client for costs associated with the Security Incident.

6.10. Terms of Service Changes with Respect to Student Data. K12 *Insight* shall use its best efforts to provide School Clients at least thirty (30) days' notice of a change that may involve collecting, using, storing, or sharing Student Data in a materially different way than was disclosed in the previous Agreement, so that you have sufficient time to evaluate the change in practice. If you do not choose to accept the changes, you may opt-out by discontinuing your use of the Service and deleting your accounts and Student Data before the changes take effect.

7. PAYMENT OBLIGATIONS

7.1. Subscriptions. If you are a Client paying for the Service, some of our Services are billed on a subscription basis ("**Subscriptions**"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "**Billing Cycle**"). Billing Cycles commence on the Contract Start and correspond with the "Billed On" and "Due By" dates stated on the SOF, depending on the Subscriptions purchased under an applicable SOF. Payment for the first year of multi-year contracts will be Billed On the signing of the SOF and will be Due By thirty (30) days from the Billed On date.

7.2. Fees for Services. If you are paying for the Subscription, you shall pay all fees stated in the applicable SOF on the dates specified in the SOF.

7.3. Refunds. Fees associated with the Service are non-cancellable and non-refundable.

7.4. Nonpayment. K12 *Insight* may charge a late fee of one and a half percent (1.5%) per month on any balance that remains unpaid after the Due By date. Failure to pay any invoice within sixty (60) days of the Due By date is a material breach of this Agreement that entitles K12 *Insight* to immediately suspend or terminate the Service without further notice and demand payment in full for all outstanding amounts, including payments owed through the duration of the final Contract End Date and accrued late fees.

7.5. Price Changes. The fees associated with the Service shall remain as indicated in the SOF.

7.6. California Residents. The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

8. THE SERVICES

8.1. Services. If you are a Client, K12 *Insight* will provide one or more of the following Services to you and other Users on your behalf, as set forth in the applicable SOF:

- (a) Let's Talk!™ Customer Experience Platform
- (b) Engage Survey Platform
- (c) Professional Services in connection with a managed survey project, training in customer service or other consulting or professional services as described and set forth in an applicable SOF (collectively, the “**Professional Services**”)

8.2. Acceptable Uses. Each User is responsible for its conduct. This includes the input of all User Content and User Data, and communications with others while using the Service. You shall comply with the following acceptable use requirements when using the Service.

- You shall not misuse our Service by interfering with its normal operation or attempting to access it using a method other than through the interfaces and instructions that we provide.
- You shall not circumvent or attempt to circumvent any limitations that K12 *Insight* imposes on your account.
- You may not probe, scan, or test the vulnerability of the Service, including any K12 *Insight* system or network.
- Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Service, or attempt to do so.
- You shall not transmit or upload any viruses, worms, malware, or other types of malicious software, or links to such software, through the Service.
- You shall not transmit obscene, threatening, harassing, hate-oriented, defamatory, racist, illegal, or otherwise objectionable messages or material through the Service.

- You shall not engage in abusive or excessive usage of the Service, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Service for other Users. K12 *Insight* will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to K12 *Insight*.
- You shall not use the Service to infringe on any third party right, including any the Intellectual Property Rights, privacy rights or publicity rights of others, or to commit an unlawful activity.
- You shall not engage in any activity that violates any law, including, but not limited to the Health Insurance Portability and Accountability Act, COPPA, FERPA, or which would result in K12 *Insight* violating any law due to your use or misuse of the Service.
- You shall not promote or condone the sending of unsolicited email, calls or SMS/MMS text messages to individuals not affiliated with you, nor use the Service to engage in spamming or other unsolicited advertising, marketing or other commercial or non-commercial activities, including, without limitation, any activities that violate the Calling Laws (defined below).
- You may not resell or lease the Service or use the Service for any commercial solicitation purposes.
- You may not impersonate another person or otherwise misrepresent your affiliation with a person or entity or conduct fraud.

8.3. Appropriate Content and Communications. Users have the ability to send Communications (defined below) to certain other Users as a feature of the Service. You acknowledge and agree that K12 *Insight* is not obligated to monitor, or filter Communications or data transmitted through the Service and that we shall not be responsible for the content of any such Communications or transmissions. You shall not use the Service to send any Communications that disparage any individual or group. You shall not use the Service to bully, harass, intimidate, or otherwise offend any individual or group and you agree not to engage in any behavior or to instigate or participate in any communication via the Service that violates the law. If you believe someone may have sent an offensive or illegal communication via the Service, please notify us immediately at privacy@k12insight.com.

8.4. Additional Obligations for Engage Survey Platform. If you are a Client and have purchased a Subscription to the Engage Survey Platform service under an applicable SOF, then the following additional terms apply:

- If using anonymous or semi-anonymous surveys or intake methods, you shall take all necessary steps to prevent linking a survey response to the identity of that survey User.
- You shall place K12 *Insight* mail server details on a list of “safe” senders (i.e., a whitelist) to ensure delivery of high volumes of emails from K12 *Insight*.
- When requesting data from survey projects, you shall waive the right to data that may directly or indirectly reveal the identity of survey User.

- If survey feedback includes language that includes threats, safety concerns, or harassment, the identity of the survey User may be revealed (i) by K12 *Insight*, at its sole discretion, as we deem reasonably necessary to protect K12 *Insight*, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to believe that identification is necessary to protect the life, health or safety of an individual.

8.5. Additional Obligations for Let's Talk! Customer Experience Platform. If you are a Client and have purchased a Subscription to the Let's Talk! Customer Experience Platform under an applicable SOF, then the following additional terms apply:

- If a User submits anonymous or semi-anonymous feedback, you shall take all necessary steps to prevent linking that feedback to the identity of that User.
- If a User dialogue includes language that includes threats, safety concerns, or harassment, the identity of the User may be revealed (i) by K12 *Insight*, at its sole discretion, as we deem reasonably necessary to protect K12 *Insight*, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to believe that identification is necessary to protect the life, health or safety of an individual.

8.6. Additional Obligations for Calls and Messaging. If you are a Client that uses the Service to transmit, send, receive, or facilitate email, calls, SMS/MMS messages or other communications ("**Communications**") or causes or induces such Communications to be sent through the Service, then the following additional terms apply:

- You shall at all times comply with the CAN SPAM Act of 2003, the Telephone Consumer Protection Act (47 U.S.C. §227), the Do-Not-Call Implementation Act and the Do-Not-Call list registry rules (<http://www.donotcall.gov>), the Telemarketing Sales Rule, 47 C.F.R. § 64.1200 et seq, and all other state or local laws, rules, regulations, and guidelines relating to calling or texting, including without limitation, rules, regulations and guidelines set forth by the Federal Trade Commission and the Federal Communications Commission (collectively, the "**Calling Laws**").
- You agree that, as between you and K12 *Insight*, you are the initiator and sender of any call, SMS/MMS message, email or other Communication transmitted through the Service and for all content relating to, inducing, or encouraging Communications to take place.
- You are responsible for all activity occurring under your, the Client's and Authorized User's accounts, including any unauthorized use of such accounts by any third party.
- You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations that place restrictions on certain types of phone calls and/or SMS or MMS messages and you are solely responsible compliance with such laws for all Communications and content sent, initiated or transmitted through the Service. K12 *Insight* is not responsible for reviewing the contents of any Communication transmitted through the

Service or transmitted by you related to your use of the Service, nor is it responsible for obtaining any necessary consents or permissions from the recipients of such Communications.

- You warrant and agree that you have all necessary consents and permissions necessary to transmit Communications to recipients and you shall not transmit or cause to be transmitted Communications to recipients who have unsubscribed, withdrawn consent or otherwise opted-out of receiving Communications from you or your Authorized Users.

8.7. Additional Obligations for Professional Services. If you are a Client and have purchased Professional Services under an applicable SOF, then the following additional terms apply:

- You shall appoint one member of your staff to serve as K12 *Insight's* Point of Contact (“**POC**”).
- You shall provide reasonable timeline for all projects.
- You shall attend and actively participate in meetings with K12 *Insight* staff or representatives.
- You shall provide feedback in a timely manner for all content where K12 *Insight* staff explicitly request your feedback.
- You shall participate in Service specific training conducted by K12 *Insight*.

9. CHANGES TO OUR SERVICES

9.1. Service Modifications. K12 *Insight* may from time to time make modifications to the Service, including without limitation in the form of software upgrades and software releases. Because K12 *Insight* must use substantial resources to make and support such changes, and because such changes are derived from K12 *Insight's* existing Intellectual Property Rights, K12 *Insight* owns all right, title, and interest in and to such changes.

9.2. Service Retirement. K12 *Insight* may add, alter, or remove functionality from a Service at any time without prior notice. K12 *Insight* may also limit, suspend, or discontinue a Service at its discretion.

9.3. New Services. K12 *Insight* may introduce new products and services to complement our existing Service. If such services are not included in your existing Subscription or in your SOF, K12 *Insight* reserves the right and sole discretion to decide whether or not the new services will be made available you. Such services may come at an additional cost or may be included within your Subscription license at no cost.

10. PROPRIETARY RIGHTS

10.1. K12 *Insight* Intellectual Property. Except for User Content and User Data, K12 *Insight* owns all right, title, and interest in and to the Service, and all software and materials and all Intellectual Property Rights related thereto, including, registered and unregistered, domestic and foreign, trademarks, service marks, trademark applications, service mark applications, trade names, patents, patent applications, copyrights, copyright applications, discoveries, know-how, trade secrets, algorithms, user interfaces of and relating to the Service, including any and all surveys created by K12 *Insight*, (collectively “**K12 *Insight* Intellectual Property**”).

10.2. Maintaining K12 *Insight* Intellectual Property. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such K12 *Insight* Intellectual Property, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any K12 *Insight* Intellectual Property. Use of K12 *Insight* Intellectual Property for any purpose not expressly permitted by this Agreement is strictly prohibited without K12 *Insight's* prior written consent.

10.3. Feedback. You may choose to, or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place K12 *Insight* under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, K12 *Insight* does not waive any rights to use similar or related ideas previously known to K12 *Insight*, or developed by its employees, or obtained from sources other than you.

11. COPYRIGHT COMPLAINTS

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify K12 *Insight's* copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- a) An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- b) Identification of the copyrighted work that you claim has been infringed;
- c) Identification of the material that is claimed to be infringing and where it is located on the Service;
- d) Information reasonably sufficient to permit K12 *Insight* to contact you, such as your address, telephone number, and, email address;
- e) 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 law; and
- f) A statement made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
K12 *Insight*

Address: 2291 Wood Oak Drive, Suite 300
Herndon, VA 20171

Telephone: (703) 542-9600

Fax: (703) 935-1403

Email: privacy@k12insight.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying K12 *Insight* and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with K12 *Insight's* rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, K12 *Insight* has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. K12 *Insight* may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

12. SECURITY

K12 *Insight* cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. We do not control what third parties may do with your personal information transmitted, posted, or otherwise shared with others through the Service. We urge you to use caution in transmitting, sharing, or posting sensitive personal information in public areas of the Service like message boards or in Communications.

13. DISCLAIMERS AND LIMITATIONS OF LIABILITY

13.1. Limited Warranty. K12 *Insight* represents and warrants that any Professional Services shall be provided in a workmanlike manner that conform to the relevant, prevailing industry standards.

13.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, K12 *INSIGHT* PROVIDES THE SERVICE AS IS AND ON AN AS AVAILABLE BASIS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, DATA ACCURACY AND QUIET ENJOYMENT. YOU UNDERSTAND THAT K12 *INSIGHT* IS DEPENDENT ON CERTAIN THIRD-PARTIES AND ON MATTERS OUTSIDE ITS CONTROL FOR DELIVERING THE SERVICE. K12 *INSIGHT* EXPRESSLY DISCLAIMS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, ERROR-FREE, ACCURATE OR RELIABLE. ANY MATERIAL OR DATA OBTAINED OR DOWNLOADED THROUGH THE SERVICE, INCLUDING USER RESPONSES, CUSTOMER FEEDBACK, MOBILE APPLICATIONS, REPORTS, DASHBOARDS, AND SAMPLE

SURVEYS, IS DONE AT YOUR OWN RISK AND YOU SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY SUCH MATERIAL, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEMS. K12 *INSIGHT* SHALL NOT BE RESPONSIBLE FOR YOUR FAILURE TO STORE, DOWNLOAD, OR BACKUP ITS DATA. YOU SHALL REMAIN RESPONSIBLE TO EVALUATE THE ACCURACY, RELIABILITY, COMPLETENESS AND USEFULNESS OF ANY AND ALL CONTENT DELIVERED THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM K12 *INSIGHT* OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

13.3. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) K12 *INSIGHT'S* LIABILITY FOR DAMAGES UNDER THIS AGREEMENT ARE LIMITED TO DIRECT MONETARY DAMAGES, AND IN NO EVENT WILL THE AMOUNT OF SUCH DAMAGES EXCEED \$100 OR THE AGGREGATE FEES PAID BY YOU WITHIN THE PAST YEAR OF SERVICE UP TO A MAXIMUM OF \$5,000, WHICHEVER IS GREATER, AND (B) IN NO EVENT WILL K12 *INSIGHT* BE LIABLE FOR PROVIDING SUBSTITUTE SERVICES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM, LOST PROFITS, LOST REVENUE, LOST DATA, INABILITY TO USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF K12 *INSIGHT* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT K12 *INSIGHT* HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

13.4. EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

14. INDEMNITY.

14.1. Your Indemnification Obligations. To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless K12 *Insight* and its directors, officers, employees, and agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) content you submit, post, transmit or make available through the Service, including without limitation, User Content and User Data, (b) your use, misuse or access to the Service, (c) your connection to the Service, (d) your violation of the Agreement, including without limitation your breach of any representations and warranties, (e) your violation of any applicable law or the rights of another person or entity, (f) your willful misconduct, or (g) any other party's access and use of the Service with your unique username, password, or other appropriate security code. K12 *Insight* reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

14.2. K12 *Insight's* Indemnification Obligations. K12 *Insight* agrees to indemnify, defend and hold harmless you and your directors, officers, employees, and agents against third party claims (a) that the Service (in the form provided and when used in accordance with the terms of this Agreement) infringes

any U.S. patent or trademark or (b) caused by K12 *Insight's* gross negligence. However, K12 *Insight's* obligation to indemnify shall not apply to any claims resulting from your willful misconduct or negligence. As a condition to K12 *Insight's* defense and indemnification, you shall provide K12 *Insight* with prompt written notice of any claims and permit K12 *Insight* to control the defense, settlement, adjustment, or compromise of any such claim.

14.3. Infringing Services. If any Service becomes, or in K12 *Insight's* opinion is likely to become, subject of a claim of infringement, K12 *Insight* will provide you with notice and the right to continue to use that Service or replace or modify the Service so it is no longer infringing. If neither of the foregoing is commercially and reasonably available to K12 *Insight*, you shall immediately stop using the Service and return all materials relating to the Service to K12 *Insight*, and, if applicable, K12 *Insight* will refund any pro-rated unused fees paid for the infringing Service based on the remaining contracted period under a SOF. K12 *Insight* shall have no obligation or liability hereunder for any claim resulting from: (a) modification of the Services by any party other than K12 *Insight*, (b) modification of the Service by K12 *Insight* in accordance with your designs, specifications, or instructions; (c) use other than as granted in this Agreement; (d) use of a superseded version of the Services if the infringement claim could have been avoided by using a current version available to you.

15. CONFIDENTIAL INFORMATION

15.1. Defining Confidential Information. The provision of the Service may require the use and disclosure of certain confidential information. Unless required by local, state, or federal laws, you shall hold in confidence and shall not use or disclose to any third party, or use for any purpose other than as expressly authorized in this Agreement, the terms and pricing of the Service under this Agreement, any software or documentation related to the Service, K12 *Insight* sample questions and templates, trade secrets, technical know-how, inventions, materials, product development plans, pricing, marketing plans, client lists and email addresses, whether disclosed orally or in writing, or other information understood to be K12 *Insight's* confidential information (collectively, "**Confidential Information**"). Confidential Information does not include information that: (a) is known to you prior to any disclosure and can be so proven by written records; (b) is received at any time by you in good faith from a third party lawfully in possession of it and having the right to disclose the same, and can be so proven by written records; (c) is as of the date of receipt by you in the public domain or subsequently enters the public domain other than by reason of acts or omissions of your employees or agents, which acts or omissions have not been consented to by K12 *Insight*, and can be so proven by written records; (d) becomes publicly available through no fault of your own; (e) or is independently developed by or on behalf of you without resort to K12 *Insight's* Confidential Information as can be shown by reasonable documentary evidence.

16. TERMINATION

16.1. Termination. If you are a Client and have an existing SOF, you may terminate this Agreement before the expiration of the Term as set forth in the applicable SOF only for a material breach by K12 *Insight* that is not cured for thirty (30) days following written notice of such material breach. K12 *Insight* may terminate this Agreement for any reason or no reason.

16.2. Ceasing Services. Upon expiration or termination of this Agreement, you shall cease using the Service and related materials immediately.

16.3. End of the Term or Subscription. If you have a Subscription and it expires or terminates (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, K12 *Insight* may, at its sole discretion, permit continued, limited access for Authorized Users of the account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If you wish to save or maintain any data, you must download such data before the conclusion of the term. Once the Subscription ends, K12 *Insight* may delete Customer Content and Customer Data relating to an account in accordance with this Agreement and the [Privacy Policy](#). It is your responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

17. ADDITIONAL TERMS FOR MOBILE APPLICATIONS

17.1. License to the App. We may make available software to access the Service via an App. To use the App, you must have a mobile device that is compatible with the App. K12 *Insight* does not warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Subject to the terms of this Agreement, K12 *Insight* hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for your personal use. You may not: (a) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (c) make any copies of the App; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (e) delete the copyright and other proprietary rights notices on the App. You acknowledge that K12 *Insight* may from time to time issue upgraded versions of the App and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and K12 *Insight* or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. K12 *Insight* reserves all rights not expressly granted under this Agreement. If the App is being acquired on behalf of the United States Government, then the following provision applies. The App will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The App originates in the United States and is subject to United States export laws and regulations. The App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the App

may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the App and the Service.

17.2. Additional Terms for App from Apple Store. The following applies to any App you acquire from the Apple App Store (“**Apple-Sourced Software**”): You acknowledge and agree that this Agreement is solely between you and K12 *Insight*, not Apple, Inc. (“**Apple**”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to K12 *Insight* as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to K12 *Insight* as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, K12 *Insight*, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and K12 *Insight* acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

17.3. Mobile Applications from Google Play Store

The following applies to any Mobile Applications you acquire from the Google Play Store (“**Google-Sourced Software**”): (i) You acknowledge that these Terms are between you and K12 *Insight* only, and not with Google, Inc. (“**Google**”); (ii) Your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) K12 *Insight*, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to K12 *Insight*’s Google-Sourced Software.

18. THIRD-PARTY LINKS AND INFORMATION

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because K12 *Insight* has no control over such sites and resources, you acknowledge and agree that K12 *Insight* is not responsible for the availability of such external sites or resources, and does not

endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that K12 *Insight* shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

19. GENERAL PROVISIONS

19.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its own or other conflict of law principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Fairfax County, Virginia for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Fairfax County, Virginia is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

19.2. Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM K12 *INSIGHT*. For any dispute with K12 *Insight*, you agree to first contact us privacy@k12insight.com and attempt to resolve the dispute with us informally. In the unlikely event that K12 *Insight* has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Fairfax County, Virginia, unless you and K12 *Insight* agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing K12 *Insight* from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement,

misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights.

19.3. Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND K12 *INSIGHT* ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

19.4. Entire Agreement. This Agreement, any applicable SOF and any additional agreements referenced herein or that you may enter into with K12 *Insight* in connection with the Service, represents the entire final Agreement between the parties and supersedes all prior agreements relating to the use of the Service, whether written or oral, unless otherwise expressly permitted in this Agreement. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Service, do not override, or form a part of this Agreement, and are void. In the event of any conflict between this Agreement and any other terms referenced herein, this Agreement shall govern. Any changes requested to our Agreement must be made in a written and signed addendum, which shall be incorporate by reference upon acceptance by K12 *Insight*.

19.5. Changes to Terms.

- (a) K12 *Insight* may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by K12 *Insight* in our sole discretion.
- (b) K12 *Insight* may, in its sole discretion, modify or update this Agreement from time to time to reflect changes in applicable law or updates to the Service and to account for new Service features or functionality. If we change this Agreement in a material manner, we will update the `Effective Date` at the bottom of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.
- (c) Notwithstanding the foregoing, K12 *Insight* shall not make any material change to these Terms that relate to the collection or use of Student Data without first giving notice to the School Client and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected. For further details, see the section entitled "Student Data."

- (d) You will not be permitted to continue using the Service and K12 *Insight* reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by K12 *Insight* to this Agreement.

19.6. Waiver. The failure by K12 *Insight* to enforce any right or provision of the Agreement shall not constitute a waiver of that provision or any other provision of the Agreement.

19.7. Force Majeure. The parties understand that there may be an occurrence of an event or effect that cannot be reasonably anticipated or controlled, which even by the exercise of reasonable diligence cannot prevent non-performance. These occurrences and events include, but are not limited to: acts of God; acts of war; acts of public enemies; strikes; fires; explosions; outages; general Internet brown-outs or black-outs or shortage of bandwidth; hacking; actions of the elements; or other similar causes beyond the control of you or K12 *Insight* in the performance of this Agreement. Upon the occurrence of such event or effect, the parties shall agree to excuse performance under this Agreement and not hold the other liable for the delay in or failure of performance under this Agreement, *provided*, however that no force majeure event will relieve you of payment obligations. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages.

19.8. Transfer of Rights. You shall not assign or otherwise transfer this Agreement, or the rights and licenses granted under this Agreement by operation of law or otherwise, without K12 *Insight's* prior written consent. Any attempted transfer or assignment in violation hereof shall be null and void. Any entity that acquires, merges with, or otherwise combines in any manner with you shall not acquire any rights or licenses to the Service under this Agreement, without K12 *Insight's* prior written consent. K12 *Insight* reserves the right to assign this Agreement and the Services provided herein.

19.9. Severability. If any provision of the Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

19.10. Contact. Please contact us at privacy@k12insight.com with any questions regarding this Agreement.

Last Updated: December 15, 2019

Effective Date: January 1, 2020