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 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; (c) by clicking a button or checking a box marked "I Agree" (or something similar); or (d) by executing or signing this Agreement, whether electronically or physically, 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 nonexclusive, 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.

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.

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.

Unless specified otherwise in a SOF, after the expiry of the last Term listed under "Dates and Terms of Initial Contract" in the applicable SOF the Subscription based services under such SOF will be renewed automatically for additional periods of one year each (each, a "Renewal Term"), until and unless either Client or K12 Insight: (i) terminates such SOF or this Agreement under the terms specified in this Agreement; or (ii) provides a written notice of cancellation of renewal of such SOF at least thirty (30) days prior to the expiry of the then-ongoing term of such SOF. K12 Insight may, at its sole discretion, upon a written notice of not less than thirty (30) days prior to the date of renewal, increase the fees applicable for any or all Subscription based services by up to five per cent (5%). Upon cancellation of renewal of an SOF, Client shall be entitled to continue using the applicable Service(s) as per Client's subscription until the end of the then-current Term of such SOF. Client shall be liable to pay to K12 Insight any unpaid fees, dues, or amounts. In no circumstance shall K12 Insight be liable to provide any refund to Client for cancellation of renewal by either party. Notwithstanding anything to the contrary above: (a) neither party may cancel or otherwise prevent renewal of an SOF under the terms of this paragraph for the Term(s) listed under "Dates and Term of Initial Contract" in the applicable SOF; and (b) K12 Insight may not increase the price for the period listed under "Dates and Term of Initial Contract" in the applicable SOF.

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, asset data, configuration files, service request details, and other content or information, independently developed by Clients, 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, including but not limited to the applicable laws and regulations concerning content that is a part of IT Asset Management or IT Service Management services

provided by K12 Insight, 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:

a) 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.
b) 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.
c) 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.
d) 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.
e) 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' IT asset (such as hardware configurations, software versions, and usage statistics) and IT service data (including incident logs, ticket information, and service performance metrics), 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.

7.7. **Taxes.** The fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, goods and service, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchase of services. If we have a legal obligation to pay or collect Taxes for which you are responsible under this Section, we will

invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

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:

8.1.1. Let's Talk! ™ Customer Experience Platform

8.1.2. Engage Survey Platform

8.1.3. IT Asset Management (ITAM)

8.1.4. IT Service Management (ITSM)

8.1.5. 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.

8.2.1. 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.

8.2.2. You shall not circumvent or attempt to circumvent any limitations that K12 Insight imposes on your account.

8.2.3. You may not probe, scan, or test the vulnerability of the Service, including any K12 Insight system or network

8.2.4. Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Service, or attempt to do so.

8.2.5. You shall not transmit or upload any viruses, worms, malware, or other types of malicious software, or links to such software, through the Service.

8.2.6. You shall not transmit obscene, threatening, harassing, hate-oriented, defamatory, racist, illegal, or otherwise objectionable messages or material through the Service.

8.2.7. 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.

8.2.8. 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.

8.2.9. 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.

8.2.10. 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).

8.2.11. You may not resell, transfer, or lease the Service or use the Service for any commercial solicitation purposes.

8.2.12. 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:

8.4.1. 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.

8.4.2. 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

8.4.3. 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:

8.5.1. 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.

8.5.2. 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.

8.5.3. K12 Insight reserves the right to charge additional fees for additional optional features.

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:

8.6.1. 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").

8.6.2. 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.

8.6.3. 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.

8.6.4. 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 for 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:

8.7.1. You shall appoint one member of your staff to serve as K12 Insight's Point of Contact ("POC").

8.7.2. You shall provide a reasonable timeline for all projects.

8.7.3. You shall attend and actively participate in meetings with K12 Insight staff or representatives.

8.7.4. You shall provide feedback in a timely manner for all content where K12 Insight staff explicitly request your feedback.

8.7.5. You shall participate in Service specific training conducted by K12 Insight

8.8. **Additional Obligations for ITAM and ITSM.** If you are a Client and have purchased IT Asset Management ("ITAM") and/or IT Service Management ("ITSM") under an applicable SOF, then the following additional terms shall apply:

8.8.1. You shall not access or attempt to access any systems, data, or IT assets that you are not authorized to access. This includes ITAM systems, tracking data, and ITSM service tickets belonging to other users.

8.8.2. You shall not interfere with, modify, or tamper with IT assets managed under ITAM services. You shall not provide false or misleading information regarding asset configurations, licensing, or usage.

8.8.3. You shall not submit false, irrelevant, or excessive service requests via ITSM systems. You shall limit service requests to legitimate IT issues or incidents and refrain from abusing the ticketing system for unrelated matters.

8.8.4. You shall not disable, interfere with, or circumvent any monitoring, tracking, or compliance tools used as part of ITAM or ITSM services.

8.8.5. You shall not use IT assets managed through the service for illegal, unauthorized, or harmful activities, including using unlicensed software, engaging in data theft, or accessing restricted systems without permission.

8.8.6. You shall not engage in any activity that interferes with or compromises the IT assets or IT services of other clients. Disrupting or degrading another user's assets or service performance is strictly prohibited.

8.8.7. You shall provide accurate and truthful information regarding your IT assets, configurations, and service requests.

8.8.8. You shall ensure that your use of IT assets complies with all applicable software licensing agreements, organizational policies, and relevant laws.

8.8.9. You shall not exceed any service usage limits or restrictions imposed by K12 Insight. You shall refrain from misusing IT infrastructure, consuming excessive bandwidth, or repeatedly submitting non-urgent service requests.

8.9. **Use of Telephony Services**. The communication services provided by K12 Insight as a part of the Let's Talk, including but not limited to "Basic Telephony" and the optional "Call Center service", are intended for use solely for requesting, receiving or responding to feedback, inquiries, questions, comments or concerns from students, parents or guardians. These services may not be used for general business communications, such as scheduling meetings or sending routine notifications, or for any other purposes. Additionally, the Basic Telephony service is limited to 10 phone lines, with unlimited calls and messages. The optional Call Center service allows for IVR capabilities, but all responses must be directly related to responding to student, parent, or guardian inquiries, comments, and concerns. You are responsible for ensuring that all telephony usage complies with this limitation.

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. K12 Insight will undertake reasonable measures to ensure the security and confidentiality of Client data, in compliance with relevant privacy, security, and data protection legislation(s).

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.

13.5. **ESSENTIAL BASIS.** CLIENT ACKNOWLEDGES THAT K12 INSIGHT HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITY, AND THE EXCLUSIONS AND LIMITATION ABOVE AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES. IN THE EVENT OF ANY MODIFICATION TO, OR DELETION FROM, THIS SECTION 13 IN OR THROUGH ANY AGREEMENT EXECUTED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT, K12 INSIGHT RESERVES THE RIGHT TO INCREASE THE FEES AND/OR CHARGES FOR ITS SERVICES SPECIFIED IN OR UNDER ANY AND/OR ALL PROPOSALS, SOF AND/OR OTHER AGREEMENTS OR DOCUMENTS BY UP TO TWENTY-FIVE PER CENT (25%) AT ITS SOLE DISCRETION.

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, (g) any other party's access and use of the Service with your unique username, password, or other appropriate security code, (h) your failure to comply with applicable software licensing or organizational policies regarding IT assets; (i) any unauthorized or unlawful use of IT assets tracked or managed under ITAM services, or (j) any claims arising from third-party IT services or infrastructure under your control. 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 within thirty (30) days following written notice of such material breach. K12 Insight may terminate this Agreement for any reason or no reason upon written notice to Client.

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 Client Content and Client 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. **E 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 AppleSourced 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 ("GoogleSourced 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 GoogleSourced 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 WEBSITES OR RESOURCES

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. §§ 116). 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 a 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. Except as and only to the extent that any Other Contract (as defined hereinbelow) explicitly refers to Section 13 (Disclaimers and Limitation of Liability) of this Agreement and modifies such Section 13, in the event of any conflict between Section 13 of this Agreement and any Other Contracts, Section 13 of this Agreement shall control. In this clause, "Other Contract(s)" means any other agreement(s) between the parties to this Agreement, including any exhibits, appendices, addenda, amendments, and other documents incorporated therein or related thereto.

19.5. Changes to Terms.

19.5.1. 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.

19.5.2. 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.

19.5.3. 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."

19.5.4. 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.

19.11. **Applicable Terms of Service Version.** For Clients that have not executed an Order Form on or after the Last Update date specified on this Agreement, the previously applicable Terms of Service agreement shall continue to apply until a new Order Form is executed or an Order Form is renewed or the agreement is terminated, whichever comes first. This Terms of Service agreement applies to all Clients that have executed or renewed an Order Form on or

after the Last Updated date specified on this Agreement. In the event that the last executed Order Form was executed prior to the "Last Updated" date listed below, upon the execution of a new Order Form or renewal of an existing Order Form between the Client and K12 Insight this Agreement shall replace all previous Terms of Service agreement(s) by and between the Client and K12 Insight and shall become effective and binding upon, by and between the Client and K12 Insight.

Last Updated: March 31, 2025
Effective Date: April 1, 2025.