

K12 TERMS OF SERVICE

Effective Date: January 15, 2025

These Terms of Service (the “**Agreement**”) contains the legal terms and conditions of your access to and use of the Services (as defined herein) provided by Scoir, Inc., a Delaware corporation, (“**Scoir**”). The term “**Customer**” as used herein means the educational institution, local educational agency, school administrative unit, education industry association, company, or other legal or professional entity that utilizes or intends to utilize the Services. By your accepting this Agreement, either by your online digital indication of acceptance or by your execution of an Order Form (as defined herein) that references this Agreement, you acknowledge that you have read, understand, and agree to the terms of this Agreement and you represent that you have the authority to bind your institution to this Agreement.

1. DEFINITIONS. Capitalized terms defined herein shall have the meanings ascribed to them, including the following terms, which shall have the following meanings:

~~“Content” means any information inputted into the Website by Scoir or by a User and which may be accessible by other Users.~~

“**Customer Data**” means any information inputted into the Website by Customer, at Customer’s direction, or with Customer’s permission, including, without limitation, information inputted by Invitees, and for which access is restricted to Customer, Invitees, and other Users that Customer or Invitees may permit. Customer Data includes “Student Data” as defined in Appendix “A” hereto.

“**Intellectual Property Rights**” means any patent, trademark, trade secret, service mark, copyright, moral right, right in design, know-how, and any other intellectual or industrial property rights anywhere in the world whether or not registered.

“**Invitee**” means any User who is authorized by Customer to use the Services, or any portion thereof, and for whom Customer has provisioned the Services. Invitees may include, without limitation, Customer’s students and their parents or guardians, teachers, school counselors, and administrators.

“**Order Form**” means an ordering document entered into between Customer and Scoir that identifies Customer and specifies (i) the ~~Products~~ products and services which Customer is ~~subscribing~~ procuring and which Scoir will provide to Customer pursuant to this Agreement, (ii) the ~~Subscription Term, and (iii) the~~ fees payable by Customer for ~~the Services~~ such products and services, and (iii) the Subscription Term.

~~“Products” means Scoir’s cloud-based software applications, tools, features, and utilities that are separately packaged, marketed, and priced by Scoir, each of which constitutes a portion of the Services and which collectively constitute the entirety of the Services.~~

“Predictive Analytics” refers to probabilities, predictions, and recommendation outputs incorporated into the Services that operate with varying levels of autonomy using machine-based and human-based inputs for a given set of human-defined objectives to perceive real and virtual environments, abstract such perceptions into models through analysis in an automated manner, and use model inference to formulate such outputs.

“**Services**” means the cloud-based college and career planning and counseling ~~platform~~ software application, as further described in Section ~~2-12~~, provided or made available to Customer and its Invitees by Scoir through the Website.

“**Subscription Term**” means the period of time ~~further defined in Section 7-1~~ specified on an Order Form during which this Agreement governs the relationship between Scoir and Customer with respect to the Services.

“**User**” means any person who creates an account on the Website. Users include, but are not limited to, Invitees.

“**Website**” means the public Internet site available at the domain <https://app.scoir.com>, including any subdomain thereof, and all associated mobile applications.

2. ~~USE OF THE SERVICES~~

2.1. Description of Services. The Services include information and ~~functionality~~ application features, including Predictive Analytics, intended to ~~educate~~ inform and assist students in their post-secondary pursuits. More specifically and without limitation, the Services enable students to search for and learn about careers, career pathways, and related post-secondary educational opportunities; to communicate with their school faculty and administrators; to receive, complete, and submit assignments related to their college and career planning; to ~~engage~~ connect with representatives from post-secondary educational institutions; to create, manage, and submit their applications for admission to institutions of higher education; and to solicit from school faculty and administrators the creation and delivery of documents related to the post-secondary education admissions and enrollment process. The Services include a guidance management system that enables school counselors and administrators to monitor and assist students in their post-secondary planning; to engage and collaborate with students, parents and guardians, and representatives of post-secondary educational institutions; to manage the creation and delivery of documents related to applications for admission to institutions of higher education; and to collect, analyze, and report on student engagement, academic achievements, and post-secondary enrollment outcomes.

~~2.2. Additional Products. During the Subscription Term, Customer may add Products to the Services by executing one or more additional Order Form(s). Unless stated otherwise on an additional Order Form, this Agreement will apply to all Products and Services that Scoir provides Customer during the Subscription Term.~~

~~2.2. Optional Features. The Services include certain optional features that can be enabled or disabled by an authorized representative of Customer and are provided under the sole discretion and control of Customer. Optional features include the ability for: (i) college representatives to schedule informational visits to secondary schools and for students to register to attend those visits; (ii) students to share their interest with certain institutions of higher education and receive additional information from those institutions; (iii) students to receive a probability of admission to certain institutions of higher education based on Predictive Analytics; and (iv) students and school faculty and administrators to create and send application-related documents to institutions of higher education. If Customer elects to enable certain optional features and its Invitees elect to utilize such optional features, then Customer authorizes Scoir to share certain Customer Data about its Invitees with certain institutions of higher education that may be reasonably required to provide the optional feature services. Such sharing shall occur only where Customer has enabled the applicable optional feature and the applicable Invitee has affirmatively elected to share such information with a specified institution of higher education.~~

~~2.3. Partner Services. Through the Services, Customer and Invitees may be able to elect to receive services from partners of Scoir (each such service, a "Partner Service", and each such partner, a "Partner"). All Partner Services are inactive by default and, therefore, must be enabled by an authorized representative of Customer and are provided under the sole discretion and control of Customer. Scoir is not responsible for any material or information provided through Partner Services. Partners may require Customer and Invitees to agree to their terms and conditions with respect to the Partner Services. Partner Services include: (i) Common App account integration, provided by The Common Application, Inc.; (ii) career interest inventory assessment, provided by the U.S. Department of Labor; (iii) PrinciplesYou personality assessment, provided by PRIOS LLC; (iv) CGN account integration, provided by College Guidance Network, Inc.; and (v) student information system integration, provided by Clever Inc. and ClassLink Inc. If Customer elects to enable a Partner Service and an Invitee elects to utilize such Partner Service, then Customer authorizes Scoir to share certain Customer Data about its Invitees that such Partner may reasonably require to provide the Partner Service.~~

3. CUSTOMER'S RESPONSIBILITIES

~~2.3.3.1. Customer's Use.~~ Subject to the terms and conditions of this Agreement, Scoir grants Customer the non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use, and to grant Invitees access to use, the Services for Customer's own lawful and legitimate business or organizational purposes.

~~2.4.3.2. Use by Management of Invitees.~~ Customer acknowledges and agrees that it is solely responsible for (i) determining who is an Invitee; (ii) informing each Invitee that their use of the Services is subject to this Agreement; and (iii) controlling each Invitee's level of access to relevant portions of the Services.

~~(a) Invitees Under the Age of 13. In the event that Customer authorizes use of the Services by Invitees under the age of 13, Customer represents that, pursuant to the Children's Online Privacy Protection Act, either (i) it is acting as agent for parent consent purposes in providing software strictly for educational purposes, or (ii) it has obtained verifiable parental consent prior to making the Services available to such Invitees.~~

~~2.5.3.3. Account Ownership.~~ Customer shall, at all times during the Subscription Term, designate and have designated: (i) one Invitee as an "account owner" authorized to serve as primary liaison to Scoir for account-related communications; and (ii) no less than one Invitee as "account administrator" authorized to create accounts for and manage permissions of other Invitees.

~~2.6.3.4. Access Control.~~ Customer shall take reasonable precautions to require its Invitees to secure usernames, passwords, and any other means of gaining access to the Services. Without limiting the foregoing, Customer agrees to not require Invitees to disclose their passwords and will promptly revoke any Invitee's access to the Services following the termination of such Invitee's employment or engagement by Customer. Customer will promptly notify Scoir of any suspected unauthorized access to, or use of, the Services known to Customer.

~~2.7.3.5. Restrictions of Use.~~ When using the Services, Customer shall not knowingly (and shall use commercially reasonable efforts to prohibit any Invitee to):

- (a) attempt to gain unauthorized access to any Personally Identifiable Information of a User;
- (b) attempt to undermine the security or integrity of the Website and the Services, and, where the Services are hosted by a third party, that third party's computing systems and networks;
- (c) use, or misuse, the Services in any way which would reasonably be expected to impair or degrade the functionality of the Services or Website, or other systems used to deliver the Services, or impair or degrade the ability of any other User to use the Services or Website;
- (d) attempt to gain unauthorized access to any portions of the Services other than those expressly provisioned pursuant to a valid Order Form;

(c) transmit via, or input into, the Website, anything that directly or indirectly (i) knowingly contains any viruses, worms or other malicious computer programming codes intended or likely to damage Scoir's or any User's system or data; (ii) may reasonably be deemed to be offensive to a preponderance of Users; (iii) is deceptive, defamatory, obscene, pornographic, or unlawful; or (iv) knowingly infringes or misappropriates any Intellectual Property Rights of a third party;

(f) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services for the benefit of any unauthorized third party;

(g) access or use the Services to build a similar or competitive product or service; or

(h) attempt to modify, copy, adapt, create derivative works of, reproduce, disassemble, decompile or reverse engineer the Services or any computer programs used to deliver the Services or to operate the Website.

3.4. SCOIR'S RESPONSIBILITIES.

3.1.4.1. Provision of Services. During the Subscription Term, Scoir will provide Customer and its Invitees access to use the Services as described in this Agreement and all applicable Order Forms. ~~Scoir reserves the right to provide some or all elements of the Services through third-party service providers. Scoir shall be responsible for the acts or omissions of any third-party service providers as if they were the acts or omissions of Scoir.~~

~~**3.2. User-Generated Content.** Scoir may, but is not obligated to, monitor or review Content uploaded by Users to ensure that it is not inappropriate, erroneous, defamatory, libelous, slanderous, obscene, or profane. Scoir, in its sole discretion, may remove any Content from the Website. Notwithstanding the foregoing, Scoir will not be liable for the accuracy or appropriateness of any Content. In addition, certain portions of the Services may contain functionality by which Users may post reviews, make recommendations, or give ratings of Content. No review, recommendation, or rating provided within the Services shall be deemed to be either an endorsement by Scoir or an accurate statement of quality, competency, experience, or qualification pertaining to the subject matter thereof.~~

3.3.4.2. Data Privacy and Data Security. Scoir will safeguard the confidentiality of Customer Data in accordance with the Data Processing Privacy Addendum attached hereto as "**Appendix A**". ~~Scoir will not sell, lease, license, or otherwise share Customer Data with any third-party except as may be expressly authorized by Customer and Invitees pursuant to Sections 2.2 and 2.3 or authorized under 34 CFR §99.31(a)(2) to support an Invitee's application for enrollment to an institution of higher education.~~

3.4.4.3. Accessibility. Scoir shall use reasonable efforts to ensure that the Services maintain, at all times during the Subscription Term, compliance with all applicable federal and state laws and regulations providing for equally effective and substantially equivalent ease of use for persons with disabilities, including but not limited to those set forth in the Americans with Disabilities Act (ADA). The Web Content Accessibility Guidelines (WCAG) 2.1 Level AA shall be used to evaluate conformance of the Services with this Section 4.3.

3.5.4.4. Service Reliability. Subject to the terms and conditions of this Agreement, Scoir will use commercially reasonable efforts to make the Services generally available for use by Customer and its Invitees at any time, excluding planned downtime and any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Scoir's own employees), Internet service provider failures or delays, denial of service attacks, or any other force majeure event or factors. Scoir acknowledges that Customer may consider a failure to reasonably meet its service reliability commitments to be a material breach of this Agreement. Accordingly, and notwithstanding anything to the contrary in this Agreement, Customer's sole remedy for Scoir's failure to reasonably meet its service reliability commitments shall be to terminate this Agreement for cause pursuant to Section 7.3.

3.6.4.5. Support Services. During the Subscription Term, Scoir will provide Customer and its Invitees with "help desk support" of the ~~Products~~Services via email to support@scoir.com during customary business hours and via access to Scoir's online self-service support portal available at <https://scoir.helpdocs.io>. Scoir will use reasonable practices to respond to email support queries within one business day. Scoir reserves the right, in its sole discretion, to limit or deny access to support services to any Invitee who acts or who has acted in a way that might reasonably be determined to be harassing or abusive of Scoir's support representatives.

4. THIRD PARTY SERVICES. Through the Services, Customer and Invitees may be able to elect to receive services from partners of Scoir (each such service, a "**Third-Party Service**", and each such partner, a "**Partner**"). ~~Third-Party Services are not provided on the Website and they are not considered part of the Services covered by this Agreement. Scoir is not responsible for Third-Party Services or any material, information or results available through Third-Party Services. Partners may require Customer and Invitees to agree to terms and conditions or agreements with respect to their provision of the Third-Party Services. Customer or Invitees are solely responsible for, and assume all risk arising from, Customer's or Invitees' election and receipt of any Third-Party Service. If Customer or Invitees elect to receive a Third-Party Service, Customer or Invitees, as the case may be, authorize Scoir to submit to the applicable Partner certain information about Customer or Invitees that such Partner may reasonably request in order to provide the Third-Party Service to Customer or Invitees, provided that Scoir's sharing of such information is (i) authorized by Customer or Invitees, as the case may be, and (ii) not otherwise prohibited by applicable law or regulation (the "**Shared Information**"). Customer is responsible for the accuracy of all Shared Information provided to Scoir and approved to be submitted to Partners. Customer represents and warrants that Customer have all the rights in and to any Shared Information necessary to provide Shared Information, and that Scoir's use of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state or federal laws, regulations, orders or rules. Customer and~~

~~Invitees agree that, by electing to receive a Third Party Service and consenting and authorizing Scoir to submit your Shared Information to a Partner, Customer and Invitees have waived and released any claim against Scoir arising out of a Partner's use of Shared Information. The foregoing will not apply to the extent prohibited by law.~~

5. FEES AND PAYMENTS.

5.1. Subscription Fees. In consideration for the access rights granted to Customer and the Services made available by Scoir under this Agreement, Customer will pay to Scoir the fees set forth in the Order Form(s) in accordance with the fee schedule(s) specified therein. Unless otherwise provided for in an Order Form, all undisputed fees are due and payable within thirty (30) days of the Customer's receipt date of the invoice. All fees paid are non-refundable except as otherwise provided for herein. Customer agrees to provide Scoir with complete, accurate, and current billing and contact information at all times. Customer and Scoir agree to work together in good faith to resolve any disputed fees in a timely manner.

5.2. Non-Payment. If Customer fails to pay undisputed amounts due under this Section 5, then Scoir's sole recourse is to suspend Services pursuant to Section 6.2 and to terminate this Agreement pursuant to Section 7.3 Notwithstanding the foregoing, if any Customer payment is dishonored or returned because it cannot be processed by a bank, Scoir reserves the right to charge Customer any bank fees or charges for return items that Scoir incurs.

5.3. Taxes. Scoir may charge, and Customer agrees to pay, any applicable sales, use, or value-added taxes applicable to the provision of the Services. Customer shall have no liability for any taxes based upon Scoir's gross revenues or net income.

(a) If Customer is a tax-exempt organization, Customer agrees to provide Scoir with a valid and accurate certificate of sales tax exemption within seven (7) days of submitting an Order Form.

(b) Scoir is solely responsible for timely remittance to state and/or local authorities of any sales and use taxes it collects from Customer related to the sale of goods and services under this Agreement.

5.4. Payment by Credit Card. If paying by credit card, Customer authorizes Scoir to charge its credit card or bank account for all fees payable. Customer further authorizes Scoir to use a third party to process payments for fees payable, and consent to the disclosure of payment information to such third party as required to process such payments.

6. SERVICE SUSPENSIONS

6.1. Suspension for Prohibited Acts. Scoir may suspend any User's access to any or all Services without notice for use of the Services in a manner that Scoir deems, at its reasonable and sole discretion, to: (i) violate applicable local, state, or federal laws or regulations; or (ii) violate any restrictions of use contained in Section 3.5. If Scoir suspends an Invitee's access pursuant to this Section 6.1, Scoir shall, as soon as commercially practical, provide Customer prior written notice describing the violation and, for violations capable of being resolved, Scoir shall provide Customer a thirty-day period to cure such violation and restore said Invitee's access promptly after the cause of the violation has been resolved.

6.2. Suspension for Non-Payment. In the event that any undisputed fees due and payable hereunder remain unpaid for a period of thirty (30) days or more after the due date specified on the corresponding invoice, Scoir may suspend Customer's (and its Invitees') access to any or all of the Services until such amounts are paid in full. Scoir will notify Customer at least fourteen (14) days before suspension.

6.3. Suspension for Present Harm. If Customer's website or use of the Service is (i) being subjected to denial-of-service attacks or other disruptive activity; (ii) being used to engage in denial-of-service attacks or other disruptive activity; (iii) creating a security vulnerability for the Services or others; or (iv) causing harm to Scoir or any Users, then Scoir may, with written electronic and telephonic notice to Customer, suspend all or any access to the Service. Scoir will try to limit the suspension to the affected portion of the Services and promptly resolve the issues causing the suspension.

7. ~~SUBSCRIPTION TERM;~~ TERMINATION.

7.1. Subscription Term. ~~This~~ Except for surviving provision specified in Section 7.5, the term of this Agreement shall ~~commence on the date of Customer's first acceptance of an Order Form and shall continue the Subscription Term, unless lawfully terminated sooner as permitted herein, until the latest subscription period end date set forth in an Order Form.~~

7.2. Termination for Convenience. Customer may terminate this Agreement at any time for any reason, or for no reason, by providing Scoir with ~~30 days~~ advance written notice. No prepaid fees shall be or become refundable upon termination pursuant to this Section 7.2.

7.3. Termination for Cause. Either party may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement and such breach, if capable of being cured, is not cured within thirty (30) days of receiving written notice of such breach from the other party.

7.4. Post-Termination Rights. Upon any termination of this Agreement, all licenses, rights, and permissions granted to Customer hereunder will immediately terminate. If this Agreement is terminated by Customer pursuant to Section 7.3, Scoir will promptly refund Customer any prepaid fees relating to Customer's access and use of the Services after the effective date of termination. ~~Upon request by Customer made within 30 days of the effective date of termination of~~ Unless this Agreement is terminated by Scoir pursuant to Section 7.3, Scoir will make the Customer Data available to Customer for export or download for a period of 30 days following the termination date of this Agreement. After such 30-day period, Scoir will have no obligation to retain or make available to Customer any Customer Data, unless legally required, and Scoir will dispose of such Customer Data as provided in Appendix A. Except as provided in Section 9 of this Agreement, and to the extent permitted by law, Scoir shall not be liable for any costs, losses, damages, or liabilities arising out of or related to a lawful termination of this Agreement.

7.5. Surviving Provisions. Section 5 (Fees and Payments), Section 7.4 (Post-Termination Rights), Section 7.5 (Surviving Provisions), Section 8 (Proprietary Rights), Section 9 (Indemnification), Section 10 (Disclaimers; Limitation of Liability), and Section 11 (General Provisions) will survive any terminated of this Agreement.

8. PROPRIETARY RIGHTS

8.1. Scoir Ownership. Scoir, or its licensors, owns all worldwide right, title, and interest (including all Intellectual Property Rights) in and to the Website, Services, ~~Content~~, and software applications used to provide the Services. This Agreement does not convey any proprietary interest in or to any of Scoir's Intellectual Property Rights or rights of entitlement to the use thereof except as expressly set forth herein.

8.2. Customer Ownership. Customer owns all worldwide right, title, and interest (including all Intellectual Property Rights) in and to the Customer Data. Customer hereby grants Scoir a non-exclusive, limited right to use, copy, transmit, store, and back-up Customer Data for the sole purpose of providing the Services to Customer and, with respect to De-Identified Information, for analytics, research, benchmarking, and development and refinement of Predictive Analytics models, as permitted under Appendix A.

8.3. User Feedback. Any feedback, comments and suggestions Customer or its Invitees may provide for improvements to the Services shall be deemed to have been given voluntarily and Scoir will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such feedback as Scoir sees fit, entirely without obligation or restriction of any kind.

9. INDEMNIFICATION

9.1. Indemnification. Scoir shall indemnify, defend, protect, and hold harmless Customer, its Affiliates, trustees, officers, directors, and employees, from and against any and all damages awarded by a court, arbitration, or settlement, including associated penalties, fines, and expenses arising out of or incurred by the Customer as a result of (A) the gross negligence or willful misconduct of Scoir, its employees, or agents; (B) Scoir's breach of this Agreement or applicable law; or (C) any actual or threatened claim alleging that the licensing, use, or other exploitation of the Services by Customer in accordance with the rights granted hereunder constitutes, under applicable laws of any jurisdiction within the United States of America, an infringement, dilution, or unauthorized use of any patent, copyright, trademark, or trade secret of any third-party. In the event that (i) some or all of the Services is held by a court of competent jurisdiction to infringe; (ii) an injunction is obtained against use of any material portion of the Services; or (iii) Customer believes in its good faith judgment that the Services is infringing, then Scoir shall promptly, at its sole option and expense, (a) procure for Customer the right to continue to use the infringing Services; (b) replace or modify the infringing Services to make its use non-infringing while being capable of performing essentially the same functions; or (c) require Customer to return or remove the infringing Services and cancel all rights thereto. If Scoir implements option (iii) above, then Customer may, at its option, terminate this Agreement, with immediate effect upon written notice to Scoir, and Scoir shall promptly refund Customer all prepaid fees relating to Customer's access to and use of the Services after the effective date of termination. Notwithstanding the foregoing, Customer may participate at its own expense in any claim to which it is a party.

9.2. Exclusions. Notwithstanding the foregoing, Scoir will have no obligation under this Section 9 or otherwise with respect to any infringement claim based upon (i) any use of the Services not in accordance with this Agreement; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by Scoir where the cause of the infringement is the use of the Services in combination with any such products, equipment, software or data; or (iii) any modification of the Services by any person other than Scoir or its authorized agents.

9.3. Obligations. Scoir's indemnifying obligations set forth above are expressly conditioned upon each of the following: (i) Customer will promptly notify Scoir in writing of any threatened or actual claim; (ii) Scoir will have sole control of the defense and settlement, if any, of any claim giving rise to the indemnity obligations herein; provided, however, that no settlement will be binding against Customer without Customer's prior written consent; and (iii) Customer will cooperate with Scoir to facilitate the defense and settlement, if any, of any claim.

9.4. Exclusive Remedy. This Section 9 states the entire liability of Scoir and the sole and exclusive remedy of Customer and any of its affiliates, officers, directors, and employees for infringement claims and actions related hereto.

10. DISCLAIMERS; LIMITATION OF LIABILITY.

10.1. Disclaimer of Warranties. Customer's use of the Services is entirely at Customer's own risk. Scoir is not in the business of providing student counseling, college guidance, or any other professional advisory services. The Services are provided "AS IS" and on an "AS AVAILABLE" basis. EXCEPT AS OTHERWISE SPECIFIED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCOIR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR THE ACCURACY, RELIABILITY, QUALITY OF ANY ~~CONTENT, DATA, OR INFORMATION MADE AVAILABLE VIA THE SUBSCRIPTION SERVICES.~~ EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. SCOIR DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL BE COMPLETELY SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

10.2. Predictive Analytics Disclaimer. ~~ANY PREDICTIONS, PROBABILITIES, OR RECOMMENDATIONS GENERATED BY THE SERVICES ARE STATISTICAL ESTIMATES BASED ON HISTORICAL AND AGGREGATED DATA AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. SCOIR DOES NOT GUARANTEE ADMISSIONS OUTCOMES, AND FINAL DECISIONS ARE MADE SOLELY BY THIRD-PARTY INSTITUTIONS.~~

10.2-10.3. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR BUSINESS OPPORTUNITY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

10.3-10.4. Limitation of Liability. EXCEPT FOR CUSTOMER'S LIABILITY FOR THE PAYMENT OF FEES, SCOIR'S INDEMNIFICATION OBLIGATIONS IN SECTION 9, AND EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE GREATER OF (A) TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SUBSCRIPTION SERVICES IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM AND (B) ONE HUNDRED U.S. DOLLARS.

10.4-10.5. Third-Party Products-Partner Services. TO THE EXTENT PERMITTED BY LAW, SCOIR AND ITS AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO ~~THIRD-PARTY PRODUCTS~~PARTNER SERVICES MADE AVAILABLE THROUGH THE SUBSCRIPTION SERVICES. OUR PARTNER LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.5-10.6. Agreement to Liability Limit. CUSTOMER UNDERSTANDS AND AGREES THAT ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, SCOIR WOULD NOT PROVIDE THE SUBSCRIPTION SERVICES TO CUSTOMER.

10.6-10.7. Exceptions. EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 10 WILL NOT APPLY TO CLAIMS AND DAMAGES RESULTING FROM SCOIR'S UNAUTHORIZED DISCLOSURE OF DATA IN VIOLATION OF THE DATA PRIVACY ADDENDUM (APPENDIX A), AND DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. GENERAL PROVISIONS

11.1. Publicity. Customer hereby grants Scoir the limited right to display, in accordance with Customer's published trademark usage guidelines (if any), Customer's name and logo on Scoir's digital properties. Customer may limit or withdraw this permission at any time by completing and submitting a "Publicity Restrictions" form located at <https://www.scoir.com/publicity-restrictions>. Scoir hereby grants Customer permission to display, in accordance with Scoir's published trademark usage guidelines, Scoir's name, logo, and links to the Website on Customer websites and other materials as Customer may reasonably deem appropriate to promote the Services. The rights granted under this Section 11.1 shall expire upon termination of this Agreement.

~~11.2. Governing Law and Jurisdiction. This Agreement shall be interpreted, governed, and construed in accordance with the laws of the state where Customer is principally located; provided, however, that, if Customer is principally located outside the United States of America, then this Agreement shall be interpreted, governed, and construed in accordance with the laws of the State of Delaware. The parties hereby agree, to the extent not barred by immunity, that any dispute must be heard by any state court located within the capital city or principal city of such state, and the Parties hereby consent to the personal jurisdiction and exclusive venue of such courts.~~

~~11.3. Relationship of the Parties. Scoir is an independent contractor to Customer. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.~~

~~11.4. — No Agency.~~ For the avoidance of doubt, each of Scoir and Customer are entering into this Agreement as principals and not as an agent for any other company. Subject to any permitted assignment under Section 11.6, the obligations owed by Scoir under this Agreement shall be owed to Customer solely by Scoir and the obligations owed by Customer under this Agreement shall be owed solely to Scoir.

~~11.5.1.1. No Third-Party Beneficiaries.~~ There are no third-party beneficiaries under this Agreement.

~~11.6. — Assignment.~~ Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms) without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

~~11.7. — Notice.~~ Except for the service of legal documents required to be delivered in physical form, the parties agree to use email to satisfy required or permitted written approvals, notices, and consents under this Agreement. Scoir will provide all notices to Customer by sending an email to Customer's identified account owner. Customer shall provide all notices to Scoir by sending an email to legal-notices@scoir.com. Email notices will be treated as received when sent.

~~11.8.1.1. Waiver.~~ No delay or omission of a party to exercise any right hereunder shall be construed as a waiver of any such. Each party may exercise its rights granted herein at any time.

~~11.9.1.1. Severability.~~ Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

~~11.10. — Entire Agreement.~~ This Agreement, including all schedules and Order Forms and lawful modifications hereto, constitutes the entire agreement between Customer and Scoir regarding Customer's use of Services and it supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any provision of this Agreement may be waived only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

~~11.11.11.2. — Public Inspection of Agreement.~~ Scoir acknowledges and agrees that this Agreement and all documents Scoir provides Customer as required herein, may, if and to the extent deemed public records under applicable law, be public records and ~~may at all times be~~ subject to public inspection.

~~11.12. — Electronic Signatures.~~ Each of the parties consents to the use of electronic signatures as valid execution and delivery of this Agreement and any other document relating thereto.

~~11.3. — Counterparts-Independent Contractors; No Agency.~~ The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, fiduciary, employment, or franchise relationship between the parties. Neither party has authority to bind the other or incur obligations on the other's behalf. All obligations under this Agreement are owed solely between Scoir and Customer

~~11.4. — No Third-Party Beneficiaries.~~ This Agreement is for the sole benefit of the parties and their permitted successors and assigns, and nothing herein confers any rights upon any third party.

~~11.5. — Assignment.~~ may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. ~~In proving~~ Neither party may assign this Agreement; it shall, without the prior written consent of the other party, not be necessary to produce or account for more than one such counterpart. Execution and delivery of ~~be~~ unreasonably withheld, except that either party may assign this Agreement by electronic format shall constitute valid execution and delivery in its entirety, without consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section is void. Subject to the foregoing, this Agreement binds and inures to the benefit of the parties and their permitted successors and assigns.

~~11.6. — Notices.~~ Except for service of legal process, all notices under this Agreement will be provided by email and deemed given 24 hours after sending, provided the sender retains evidence of successful transmission. Notices to Customer will be sent to its designated account owner, and notices to Scoir will be sent to legal-notices@scoir.com.

~~11.7. — Waiver.~~ shall be No waiver of any provision of this Agreement will be effective unless in a written instrument signed by the waiving party. No failure or delay in exercising any right shall operate as a waiver of such right, nor shall any single or partial exercise preclude further exercise of any right.

11.8. Severability. If any provision of this Agreement is held unenforceable, the provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

11.9. Entire Agreement. for all purposes This Agreement, including all Order Forms, incorporated documents, and lawful modifications hereto, constitutes the entire agreement between the parties regarding its subject matter and it supersedes all prior or contemporaneous agreements or representations, whether written or oral.

11.10. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state where Customer is principally located, without regard to its conflict of law principles; provided, however, that, if Customer is principally located outside the United States of America, then this Agreement shall be governed by the laws of the State of Delaware, and the courts located in the State of Delaware shall have exclusive jurisdiction. To the extent not prohibited by applicable sovereign or governmental immunity laws, the parties agree that any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located within such state, and the parties hereby consent to the personal jurisdiction and venue of such courts.

11.11. Authority. Each party represents to the other that it has full power and authority to enter into this Agreement and that it, which is binding upon such party and enforceable against such party in accordance with its terms. Customer further represents that it has the authority to bind and procure its Affiliates' compliance with the terms of this Agreement by its Affiliates, if applicable.

11.12. Execution; Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which together constitute one agreement. Electronic signatures and electronic delivery are valid and binding for all purposes.

[Remainder of page intentionally left blank.]

**APPENDIX A
TO
K12 TERMS OF SERVICE**

DATA PRIVACY ADDENDUM

This Data Privacy Addendum (“**DPA**”) forms a part of and is incorporated into the K12 Terms of Service agreement between Scoir, Inc. and Customer. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. The parties agree as follows:

ARTICLE I: DEFINITIONS

“**Applicable Law**” means the federal and state statutes and regulations applicable to Customer Data and Student Data including the following, to the extent applicable: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“**FERPA**”); Children’s Online Privacy Protection Act, 15 U.S.C. § 6501-6502 (“**COPPA**”); Protection of Pupil Rights Amendment, 20 U.S.C. 1232h (“**PPRA**”); Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq.* (“**IDEA**”); and each specifically applicable state regulation, as provided in **Exhibit A** hereto.

“**Data Breach**” means an unauthorized release, access to, disclosure, or acquisition of Student Data that compromises the security, confidentiality, or integrity of the Student Data maintained by Scoir in violation of Applicable Law.

“**De-Identified Information**” means data from which all Personally Identifiable Information has been removed or obscured in a way that reasonably removes the risk of disclosure of the identity of the individual and information about them (e.g., by blurring, masking, or perturbation). De-identification should ensure that any information when put together cannot reasonably indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, e.g., fewer than twenty students in a particular grade or fewer than twenty students of a particular ethnicity.

“**Personally Identifiable Information**” means any Student Data and metadata obtained by reason of the use of the Services, whether gathered by Scoir or provided by Customer or its Invitees. Personally Identifiable Information includes, without limitation, indirect identifiers that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

“**School Official**” means, consistent with 34 CFR 99.31(a)(1)(i)(B), a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to 34 CFR 99.33 governing the use and re-disclosure of Personally Identifiable Information from student records.

“**Student Data**” means any Personally Identifiable Information, whether gathered by Scoir or provided by Customer or its Invitees, that is descriptive of Customer’s student Invitees, including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents student identifies, search activity, photos, voice recordings or geolocation information. Student Data includes Student Records and Student-Generated Content (to the extent identifiable to a User) for the purposes of this DPA and for the purposes of Applicable Law. De-Identified Information or anonymous usage data regarding a User’s use of the Services shall not be considered Student Data.

“**Student-Generated Content**” means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

“**Student Records**” means (1) any information that directly relates to a student that is maintained by Customer; and (2) any information acquired directly from a student through the use of instructional software or applications assigned to the student by Customer or its Invitees.

“**Subprocessor**” means a Third Party that Scoir uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Personally Identifiable Information, a list of which is publicly available at www.scoir.com/terms-of-service.

“**Targeted Advertising**” means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Services by such student or the retention of such student’s online activities or requests over time. “Targeted advertising” does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student’s response or request for information or feedback.

“Third Party” means an entity that is not Scoir or Customer.

ARTICLE II: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data transmitted to Scoir from the Customer pursuant to the Agreement, including compliance with Applicable Law. In performing the Services, to the extent Personally Identifiable Information from Student Data is transmitted to Scoir from Customer, Scoir shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Customer. Scoir shall be under the direct control and supervision of the Customer, with respect to its use of Student Data.
2. Nature of Services Provided. Scoir has agreed to provide the Services described in the Agreement.
3. Student Data to Be Provided. In order to perform the Services described in this Article and the Agreement, Customer or Invitees may provide some or all of the data described in the Schedule of Data, attached hereto as **Exhibit B**.
4. Governing Terms. In the event of a conflict with the Agreement, the terms and conditions of this DPA shall prevail with regards to the subject matter hereof.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. Student Data Property of Customer. All Student Data transmitted to Scoir pursuant to this DPA is and will continue to be the property of and under the control of the Customer or the party who provided such data (such as the Invitee). Scoir further acknowledges and agrees that all copies of such Student Data transmitted to Scoir, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The parties agree that as between them, all rights, including all Intellectual Property Rights in and to Student Data contemplated pursuant to this DPA shall remain the exclusive property of the Customer. For the purposes of Applicable Law, Scoir shall be considered a School Official, under the control and direction of Customer as it pertains to the use of Student Data notwithstanding the above. Scoir may transfer certain Student Data to a separate account according to the procedures set forth below.
2. Parent, Legal Guardian, and Student Access. To the extent required by law, Customer shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data maintained by Scoir, correct erroneous information, and procedures for the transfer of Student-Generated Content to a personal account, consistent with the functionality of the Services. Scoir will cooperate and respond within five (5) days to Customer’s request to view or correct Student Data maintained by Scoir. In the event that a parent of a student or other individual contacts Scoir to review any of the Student Records or Student Data accessed pursuant to the Services, Scoir shall refer the parent or individual to the Customer, and Customer will follow the necessary and proper procedures regarding the requested information.
3. Separate Account. Scoir shall transfer Student Data transmitted to Scoir by a student to a separate User account for each student Invitee upon termination of the Agreement or a student’s earlier graduation from Customer; provided, however, that such transfer shall only apply to such Student Data that is severable from the Services.
4. Third Party Request. Should a Third Party, including, but not limited to law enforcement, former employees of the Customer, current employees of the Customer, and government entities, contact Scoir with a request for Student Data held by Scoir pursuant to the Services, Scoir shall, to the extent permitted by Applicable Law, redirect the Third Party to request the Student Data directly from the Customer and shall cooperate with the Customer to collect the required information. Scoir shall notify the Customer in advance of a compelled disclosure to a Third Party, unless legally prohibited. Scoir will not disclose, lend, lease, transfer, or sell the Student Data or any portion thereof to any Third Party or allow any Third Party to use the Student Data and/or any portion thereof, without the express written consent of the Customer or without a court order or lawfully issued subpoena. Student Data shall not include De-Identified Information or anonymous usage data regarding a student’s use of the Services.
5. No Unauthorized Use. Scoir shall not use Student Data for any purpose other than as explicitly specified in this DPA.
6. Subprocessors. Scoir shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE IV: DUTIES OF CLIENT

1. Privacy Compliance. Customer shall provide Student Data for the purposes of the DPA in compliance with Applicable Law.
2. FERPA Designation and Annual Notification of Rights. If Customer is subject to FERPA, then Customer ~~shall ensure that its annual FERPA notice hereby~~ designates Scoir as a “School Official” pursuant to 34 CFR § 99.31(a)(1)(i)(B) and ~~represents~~ that, in providing

the Services, Scoir has a "legitimate educational interest" ~~pursuant to.~~ Further, Customer shall ensure its annual notice of rights under FERPA, required by 34 CFR §99.7(a)(3)(iii), shall advise parents and eligible students of such designation.

3. Reasonable Precautions. Customer shall employ administrative, physical, and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and hosted Student Data from unauthorized access, disclosure, or acquisition by an unauthorized person.

4. Unauthorized Access Notification. Customer shall notify Scoir within seventy-two (72) hours of any known or suspected Data Breach or compromise of any Invitee's account that poses a privacy or security risk to the Services. Customer will provide reasonable assistance to Scoir in any efforts by Scoir to investigate and respond to such actual or suspected Data Breach.

ARTICLE V: DUTIES OF PROVIDER

1. Privacy Compliance. Scoir shall comply with all Applicable Law with respect to the privacy and security of Student Data and, at the direction of Customer, shall cooperate with any state or federal government-initiated audit of Customer's use of the Services.

2. Authorized Use. Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA, as authorized by Customer, or as authorized by the applicable student or parent. Scoir also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, any meta data, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data, unless the Customer has given express written consent, it is De-Identified Information, or ~~this DPA~~ the Agreement otherwise allows its disclosure.

3. Employee Obligation. Scoir shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Scoir agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.

4. No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data, other than as directed or permitted by Customer or this DPA. This prohibition against disclosure shall not apply to De-Identified Information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of Scoir pursuant to this DPA.

5. De-Identified Data. Scoir agrees not to attempt to re-identify De-Identified Information. De-Identified Information may be used by Scoir for those purposes allowed under FERPA and the following purposes: (a) assisting Customer or other governmental agencies in conducting research and other studies; (b) research and development of Scoir's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (c) for adaptive learning purposes ~~and for customized student learning, including the development and refinement of Predictive Analytics models.~~ Scoir's use of De-Identified Information shall survive termination of this DPA or any request by Customer to return or destroy Student Data. Except for Subprocessors, Scoir agrees not to transfer De-Identified Information to any party unless (i) that party agrees in writing not to attempt re-identification, and (ii) prior written notice has been given to Customer who has provided prior written consent for such transfer. Prior to publishing any document that names Customer explicitly or indirectly, Scoir shall obtain Customer's written approval of the manner in which De-Identified Information is presented.

6. Disposition of Data. Scoir shall dispose, delete, or de-identify, in accordance with NIST Special Publication 800-88, all Personally Identifiable Information obtained under the DPA when it is no longer needed for the purpose for which it was obtained. If requested by Customer in writing prior to the termination of the Agreement, Scoir shall first transfer a copy of said data to Customer, or Customer's designee, according to a schedule and procedure reasonable agreed between the parties. Nothing in ~~the~~ this DPA authorizes Scoir to maintain Personally Identifiable Information beyond ~~the time period reasonably needed to complete the disposition six months from the termination date of the Agreement. Upon written request from Customer,~~ Scoir shall provide written ~~notification~~ confirmation to Customer ~~when the of such disposal of data has been disposed.~~ The duty to dispose of Student Data shall not extend to De-Identified Information or data placed in a separate User account, pursuant to the other terms of the DPA.

7. Advertising Prohibition. Scoir is prohibited from using, disclosing, or selling Student Data (a) to inform, influence, or enable Targeted Advertising; (b) to develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Services; or (c) for any commercial purpose other than to provide the Services provided to Customer, or as authorized by the Customer or the parent/guardian.

ARTICLE VI: DATA SECURITY AND BREACH PROVISIONS

1. Data Security. Scoir agrees to maintain and abide by a comprehensive information security program that includes appropriate administrative, technological, and physical safeguards consistent with industry best practices to protect the security, privacy, confidentiality, and integrity of Student Data. General security duties of Scoir are as follows:

(a) Passwords and Employee Access. Scoir shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline. Scoir shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall, where permissible by law, be subject to criminal background checks.

(b) Security Protocols. Each party agrees to maintain security protocols that meet industry practices regarding the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Scoir shall not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary to fulfill the purpose of data requests by Customer. The foregoing does not limit the ability of Scoir to allow any necessary service providers to view or access data as provided in this Agreement.

(c) Employee Training. Scoir shall provide periodic security training to those of its employees who operate or have access to the system. Further, Scoir shall provide Customer with contact information of an employee who Customer may contact if there are any security concerns or questions.

(d) Security Technology. When the Services are accessed using a supported web browser, Secure Socket Layer or equivalent technology shall be employed to protect data from unauthorized access. The Services security measures shall include server authentication and data encryption. All data shall be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended. Scoir shall host all Services data in SOC 2 compliant environments located within the United States of America.

(e) Subprocessors Bound. Scoir shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article VI and in accordance with Applicable Law. Scoir shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

(f) Periodic Risk Assessment. Scoir further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

(g) Backups. Scoir agrees to maintain backup copies, backed up at least daily, of Student Data in case of Scoir’s system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.

(h) Audits. Upon receipt of a reasonable request from the Customer, Scoir will allow the Customer to audit, at Customer’s expense, the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof. Scoir will cooperate fully with the Customer and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of Scoir and/or delivery of Services to students and/or Customer, and shall provide full access to Scoir’s facilities, staff, agents and Customer’s Student Data and all records pertaining to Scoir, Customer and delivery of Services to Scoir.

2. Data Breach. In the event of a confirmed Data Breach, Scoir shall notify Customer within forty-eight (48) hours of its discovery of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. Scoir shall follow the following process:

(a) The Data Breach notification described above shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What Scoir Are Doing,” “What Customer Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

(b) The security breach notification described above in section 2(a) shall include, at a minimum to the extent known by Scoir, the following information:

(i) The name and contact information of the reporting customer subject to this section.

(ii) A description of the Student Data reasonably believed to have been the subject of the Data Breach.

(iii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

(iv) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(v) A general description of the Data Breach, if that information is possible to determine at the time the notice is provided.

(vi) Information about what Scoir has done to protect individuals whose information has been breached.

(vii) identification of the Invitees whose Student Data was subject of the Data Breach.

(c) Scoir further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide Customer, upon request, with a copy of said written incident response plan.

(d) Only upon the written request of, and with the assistance of, Customer shall Scoir notify the affected Invitee of the unauthorized access, which notice shall include the information listed in subsection (b) above.

(e) In the event of a Data Breach originating from Customer's use of the Services or otherwise a result of Customer's actions or inactions, Scoir shall reasonably cooperate with Customer to the extent necessary to expeditiously secure Student Data and Customer shall reimburse Scoir for costs incurred as a result of such Data Breach.

[Remainder of page intentionally left blank.]

**EXHIBIT “A”
TO
DATA PRIVACY ADDENDUM
APPLICABLE STATE LAW**

If Customer is located in:	the following laws will be included in “Applicable Law”:
Alabama	Ala. Code § 16-40A-1 et seq., Student Data Protection Act
Arizona	Ariz. Rev. Stat. § 15-1046
Arkansas	AR Code § 6-18-109, Student Online Personal Information Protection Act (“SOPIPA”)
California	Cal. Ed. Code § 49073.1 Cal. Bus. & Prof. Code § 22584, Student Online Personal Information Protection Act (“SOPIPA”) Cal. Civ. Code § 1798.82
Colorado	Colo. Rev. Stat. § 22-16-101 et seq., Student Data Transparency and Security Act (“SDTSA”)
Connecticut	Conn. Gen. Stat. §§ 10-234aa through 10-234dd
Delaware	Del. Code tit. 14 § 8101A et seq., Student Data Privacy Protection Act
District of Columbia	DC Code § 38-831.01 – 38-831.02
Florida	Fla. Stat. § 1002.22 Fla. Stat. § 1006.1494, Student Online Personal Information Protection Act (“SOPIPA”)
Georgia	GA Code § 20-2-660 et seq., Student Data Privacy, Accessibility, and Transparency Act
Hawaii	HI Rev. Stat. § 302A 499-500, Student Online Personal Information Protection Act (“SOPIPA”)
Idaho	Idaho Code § 33-133, Student Data Accessibility, Transparency, and Accountability Act
Illinois	105 Ill. Comp. Stat. § 10, Illinois School Student Records Act (“ISSRA”) 105 Ill. Comp. Stat. § 85, Student Online Personal Protection Act (“SOPPA”)
Iowa	IA Code § 279.70, Student Online Personal Information Protection Act (“SOPIPA”)
Kansas	Kan. Stat. § 72.6331 <i>et seq.</i> , Student Online Personal Protection Act (“SOPPA”)
Kentucky	Ky. Rev Stat § 365.734
Louisiana	La. Rev. Stat. § 17:3914, Student Information Privacy Act (“SIPA”) La. Rev. Stat. § 51:3071 <i>et seq.</i>
Maine	Me. Rev. Stat. tit. 20 § 951 <i>et seq.</i> , the Student Information Privacy Act (“SIPA”)
Maryland	MD Educ. Code § 4-131
Massachusetts	603 Code Mass. Regs. 23.00, Student Records Mass. Gen. Laws ch. 71, §§ 34D - 34H
Michigan	Mich. Comp. Laws §§ 388.1291 – 388.1295, Student Online Personal Protection Act (“SOPPA”)
Minnesota	Minn. Stat. § 13.32, Student Data Privacy Act
Missouri	Mo. Rev. Stat. § 161.096, Student Data Privacy Act
Montana	MCA § 20-7-1325
Nebraska	NE Code § 79-2,153 – 79-2,155, Student Online Personal Protection Act (“SOPPA”)
Nevada	NV Rev Stat §§ 388.281 – 388.296
New Hampshire	NH Rev. Stat. § 189:1-e NH Rev. Stat. §§ 189:65 – 189:68-a
New Jersey	N.J. Stat. §§ 56.8-215 – 56.8-220
New York	N.Y. Ed. Law § 2-d

North Carolina	N.C. Gen. Stat. § 115C-401.2, Student Online Privacy Protection Act (“SOPPA”)
Ohio	Ohio Student Records Privacy Act, R.C. § 3319.321
Oklahoma	70 O.S. § 3-168, Student Data Accessibility, Transparency, and Accountability Act of 2013
Oregon	Or. Rev. Stat. § 336.184, Oregon Student Information Protection Act (“OSIPA”) Or. Rev. Stat. § 326.565, <i>et seq.</i>
Rhode Island	R.I. Gen. Laws § 16-104-1
South Carolina	S.C. Code Ann. § 59-1-490, Student Data Transparency and Security Act
Tennessee	Tenn. Code Ann. § 49-1-708, Student Online Personal Protection Act (“SOPPA”)
Texas	Tex. Ed. Code ch. 32 §§ 151-157
Utah	Utah Code § 53E-9-301 <i>et seq.</i>
Virginia	Va. Code § 22.1-289.01
Washington	Wash. Rev. Code § 19.255.010 Wash. Rev. Code § 28A.604 <i>et seq.</i> , Student User Privacy in Education Rights (“SUPER”) Act Wash. Rev. Code § 42.56.590
West Virginia	W. Va. Code § 18-2-5h, Student Data Accessibility, Transparency, and Accountability Act
Wisconsin	Wis. Stat. § 118.125 Wis. Stat. § 134.98

[Remainder of page intentionally left blank.]

**EXHIBIT “B”
TO
DATA PRIVACY ADDENDUM
SCHEDULE OF DATA**

Category of Data	Elements	Check (“X”) indicates potential use in Services
Application Technology Meta Data	IP Addresses, Use of cookies etc.	X
	Other application technology meta data: N/A	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	X
	Observation data	
	Other assessment data (specify): <i>Student Personality & Career Assessments</i>	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Sex and/or Gender	X
	Ethnicity and/or Race	X
	Language information (native or primary language spoken by student)	
	Other demographic information: N/A	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	X
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information: N/A	
Guardian / Parent Contact Information	Address	X
	Email	X
	Phone	X
Guardian / Parent ID	Parent ID number (created to link parents to students)	X
Guardian / Parent Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	

Category of Data	Elements	Check (“X”) indicates potential use in Services
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information(specify): “ <i>First Generation</i> ” student status	X
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Vendor/App assigned student ID No.	X
	Student app username	X
	Student app passwords	
Student Name	First and/or Last	X
Student In-App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student-generated content; writing, pictures etc.	X
	Other student work data: N/A	
Transcript	Student course grades	X
	Student course data	
	Student course grades/performance scores	X
	Other transcript data: <i>entire official transcript document</i>	X
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data: N/A	
Other	Please list each additional data element used, stored, or collected by your application: N/A	

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