

IDEA in Schools Digital Subscription License Agreement

This Digital Subscription License Agreement (“Agreement”) governs the access, use and improvement of the online service and support (the “Service”) that allow schools, school districts, and related persons or entities (“you,” “your,” or “Customer”) and any authorized (i) educator or other personnel accessing the Service on behalf of Customer in an authorized classroom (“Educators”) to access IDEA in Schools Foundations K-5 digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources, as further specified hereunder (collectively, the “Curriculum”) and your use and the use by Authorized Users of the Curriculum provided by IDEA in Schools (“IDEA,” “IDEA in Schools,” “we,” or “us”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR DATA PROCESSING ADDENDUM AND OUR TERMS OF USE, BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR DATA PROCESSING ADDENDUM AND/OR OUR TERMS OF USE, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail.

IDEA in Schools reserves the right to modify this Agreement in its sole discretion, at any time, and will provide notice of such changes by sending you an email, by providing notice through the Services, or by updating the “Last Updated” date at the top of these terms. Your continued use of the Services indicates your agreement to be bound by any and all subsequent modifications. If you are licensing the Services on behalf of another party, you are responsible for ensuring that such party’s access and use of the Services complies with the terms of this Agreement.

1. Consent to Electronic Communications; Eligibility. IDEA in Schools may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the IDEA websites, or via the Service) in accordance with our Privacy Policy. You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the

Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements, as applicable, and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

2. Scope of License to the Service.

2.1. License to Service and Curriculum. Subject to the terms and conditions of this Agreement, IDEA grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (a) access and use the Service and the Curriculum and any associated documentation and information provided by IDEA online via IDEA's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by you and used to deliver such portions of the Curriculum to Educators, (b) display and perform the Service and the Curriculum, (c) download, use, copy and distribute the downloadable portions of the Curriculum and permit Educators to download, copy and use the same; all of the foregoing solely for your own or an Educator's internal, noncommercial use and solely for purposes of real-time, synchronous, classroom instruction (in-person or remote over a secure, locked, password-protected service). Any IDEA updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

2.2. Rights to Customer Data.

You agree that, in order to provide the Service and the Curriculum, IDEA may process, transfer, use, store, transmit, display, and modify the data provided to IDEA on behalf of Customer, including data that relates to you and your Authorized Users (“Customer Data”). To the extent that IDEA processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Customer Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between you and IDEA, you retain all right, title and interest in and to Customer Data. You also acknowledge and agree that, where not prohibited by applicable law, IDEA may deidentify and aggregate technical, usage, and other data about you and your Authorized Users’ use of the Service and the Curriculum (“Aggregated Data”). IDEA may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) and will not identify any Authorized User, your school, or district. Aggregated Data will not be considered Customer Data. For clarification, the Service does not require the collection or processing of student data, and you agree not to provide or submit any student data to IDEA (unless otherwise agreed to in writing).

3. License Restrictions. The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and IDEA reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of IDEA; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and IDEA or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any

third-party goods or services (other than rostering Educators or the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) without IDEA in Schools's written consent or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by IDEA in Schools, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. Ownership of the Service and the Curriculum. The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of IDEA in Schools and our licensors and are protected by copyright and other intellectual property laws and treaties. IDEA, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein, and no ownership or equivalent rights shall be transferred hereunder.

5. Payment Terms.

5.1 Subscriptions. We offer a 12-month yearly subscription plan for access and use of the Service and the Curriculum (each, a "Subscription"), on an annual or other periodic basis, all as specified on the Service site. WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) IDEA (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

5.2 Cancellation Policy. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING IDEA IN SCHOOLS AT THE NUMBER INDICATED ON OUR CONTACT US PAGE. NO REFUND WILL BE GIVEN.

5.3 Payment and Billing Information. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third-party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

5.4 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

5.5 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. Customer Privacy Obligations. You represent and warrant that: (a) that you have sufficient rights in Customer Data to grant the rights granted to IDEA in Section 2.2; (b) all Customer Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (c) all Customer Data has been collected in accordance with Applicable Law including the provision of any required notice and the collection of any required consents necessary for IDEA IN SCHOOL'S provision of the Service and the Curriculum; and (d) IDEA's use of Customer Data in accordance with this Agreement and on your instructions will not cause IDEA to violate any Applicable Law.

7. Feedback. You may provide IDEA with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by IDEA or its authorized representatives (collectively, "Feedback"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by IDEA in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. IDEA will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Support Resources. IDEA may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact IDEA IN SCHOOLS at the phone numebr or email listen on our contact page.

9. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST IDEA OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. IDEA SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA.

IDEA DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, "FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY IDEA OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

10. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IDEA OR ANY OF THE OTHER IDEA PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM IDEA, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO IDEA'S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF IDEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY (OR ITS AFFILIATES, AS APPROPRIATE) FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE, THE FEES PAID OR PAYABLE BY CUSTOMER TO IDEA DURING THE TERM OF THE AGREEMENT. ALL LIMITATIONS OF LIABILITY UNDER SECTION 10 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

11. Indemnification. IDEA acknowledges that Customer's indemnity obligations in this Agreement may be limited and qualified in accordance with Local Law (defined below), as applicable. Subject to the foregoing, in addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless IDEA Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of the Services and Curriculum; (b) your violation of this Agreement; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) an Authorized Users' access to or use of the Services and Curriculum or violation of this Agreement or the Terms of Use; or (e) Customer Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the IDEA Parties of any third-party Claims, cooperate with IDEA Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the IDEA Parties will have control of the defense or settlement, at IDEA's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and IDEA or the other IDEA Parties.

12. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3-15 and Exhibit A, Data Processing Addendum.

13. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

14. Miscellaneous. This Agreement (including the Data Processing Addendum), together with IDEA's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between IDEA and you regarding your Subscription and use of the Service and the Curriculum. To the extent mandated by the law of the state, province or country in which Customer is located ("Local Law"), the Local Law shall govern without

reference to choice of law principles and venue shall be the appropriate state or federal courts mandated by Local Law. OTHERWISE, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF VIRGINIA, USA, WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES, AND THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN VIRGINIA, USA.

15. Contact. If you have any questions or concerns regarding the Service or this Agreement, please contact IDEA IN SCHOOLS by email at contact@ideainschools.com or by mail or phone at +1 703 202 7008.

IDEA in Schools Digital Subscription License Agreement - Data Processing Addendum

This Data Processing Addendum (“Addendum”) supplements the IDEA in Schools Digital Subscription License Agreement (the “Agreement”), between You (“Customer”) and IDEA in Schools (“IDEA”), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the “Effective Date”), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and IDEA agree as follows:

1. 1. Personal Information. In connection with providing the Service and the Curriculum under the Agreement, IDEA will be Processing Personal Information on behalf of Customer. “Personal Information” means information that relates, directly or indirectly, to an identified or identifiable person (a “Data Subject”), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt “Personal Information” includes all information that falls under the definition of “Personally Identifiable Information” as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 (“FERPA”). As between Customer and IDEA, all Personal Information is the sole and exclusive property of Customer.
2. 2. IDEA and Customer Responsibilities. The parties acknowledge and agree that: (a) IDEA is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.
3. 3. IDEA Responsibilities. “Process” or “Processing” means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage,

disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, IDEA will:

- (a) Process Personal Information solely in accordance with Customer's documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, IDEA will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;
- (b) Process Personal Information in accordance with laws, rules, and regulations that apply to IDEA's provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act ("CCPA"), FERPA, the Children's Internet Protection Act, Pub. L. 106-554 (the "CIPA"), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the "PPRA"), and Washington's Public Records Act (the "PRA"), Chapter 42.56 RCW (collectively, "Applicable Law");
- (c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer's prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on IDEA under this Addendum;
- (d) amend, correct, or erase Personal Information at Customer's reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by IDEA;
- (e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. IDEA will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by IDEA;
- (f) ensure that IDEA personnel Processing Personal Information are subject to obligations of confidentiality; and

(g) keep Personal Information logically distinct from other information of IDEA or its personnel, suppliers, customers or other third parties. IDEA will use commercially reasonable efforts to inform Customer if IDEA becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

4. IDEA's Processing of Education Records. In the event that the Service involves IDEA's Processing of Personal Information contained within Education Records (as defined within FERPA), IDEA agrees that in performing its obligations under this Addendum, (1) IDEA is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without limiting the generality of the foregoing, IDEA will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer's students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. IDEA is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. IDEA shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

(a) Production of Education Records. During the Term, IDEA shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of IDEA and that constitutes an education record of a student of Customer. IDEA shall not be required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.

(b) Return of Education Records. Unless IDEA obtains Customer's written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, IDEA shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. IDEA shall not be required to comply with the foregoing if IDEA has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.

(c) Destruction of Education Records. During the Term, IDEA shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, IDEA shall not destroy any record that constitutes or contains Personal Information or an education record of a student of

Customer under FERPA without providing advance written notice to Customer.

(d) Retention of Education Records. After the expiration or sooner termination of the Agreement, IDEA may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or IDEA's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.

5. Subcontractors. IDEA will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for IDEA's use of subcontractors to Process Personal Information on behalf of Customer.

6. Security Safeguards. IDEA will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.

7. Security Breach. If IDEA becomes aware of any actual Security Breach (defined below), IDEA will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. "Security Breach" means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under IDEA's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.

8. Return or Destruction of Personal Information. Upon written request by Customer or when IDEA no longer is required to Process Personal Information to fulfill its obligations under the Agreement, IDEA will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that IDEA is required under Applicable Law to keep a copy of Personal Information for a specified period of time.

9. Disclaimer. IDEA makes no representation or warranty that this addendum is legally sufficient to meet Customer's needs under applicable law, including the CCPA, FERPA, CIPA, PPRA and PRA. IDEA expressly disclaims all representations or warranties, whether express, implied, statutory, through a course of dealing, or otherwise that this addendum will comply with or satisfy any of Customer's obligations under applicable law. Customer fully understands that it is solely responsible for complying with all of its obligations imposed by applicable law. The parties agree that there will be no presumption that any ambiguities in this addendum will be construed or interpreted against the drafter.