

MASTER SERVICES AGREEMENT

This Master Agreement (the "Agreement") is entered into by and between Learning A-Z, Inc. ("Learning A-Z") and Raytown C-2 School District ("Subscriber," "Customer" or "District"). It is understood and anticipated that this Agreement may govern the procurement and use of multiple products and services, including for such Products and/or Services that were provided by Learning A-Z to the District prior to the execution of this Agreement, with each such product or service to be subject to one or more Purchase Orders, issued by Subscriber and accepted by Learning A-Z. The procurement and use of each product or service will be further subject to the terms and conditions of such purchase orders, provided that in the event of any conflict between a purchase order and this Agreement, the terms of this Agreement shall prevail. Any prior, contrary, or inconsistent terms or agreement conflicting with these Terms appearing on purchase orders, acknowledgments, or other documents of the District or oral stipulations shall not be binding on the parties. The Agreement shall be effective as of the date on which both parties have signed below and communicated such signature to the other party in writing (the "Effective Date").

1.0 TERMS OF SERVICE

1.1 ACCEPTANCE OF TERMS

Learning A-Z provides its services on any purchased website to District, subject to the following terms. This Agreement ("Agreement") is a legal document that governs the terms and conditions of District's subscription to Learning A-Z. District agrees to accept a non-exclusive, non-assignable right and license to use Learning A-Z and its resources. Learning A-Z is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

1.2 DESCRIPTION OF SERVICE

Learning A-Z provides users with access to a rich collection of teaching resources through its collection of websites (the "Service"): Reading A-Z, Raz-Kids, Headsprout, Science A-Z, Writing A-Z, Vocabulary A-Z, and ReadyTest A-Z. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new resources, shall be subject to the TOS. District understands and agrees that the Service is provided "AS-IS" and that Learning A-Z assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

District is responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). District is responsible for those fees. In addition, District must provide and is responsible for all equipment necessary to access the Service.

1.3 LICENSE USAGE

A license grants access to the purchased Learning A-Z website as well as permission to use its copyrighted resources as part of the classroom curriculum. Each educator using the resources must have a license in order to obtain the necessary permission. Each Learning A-Z license is valid for one family or classroom only (with up to 36 students). If a District family or classroom has less than 36 students, it is not permitted to share a license with another family or classroom. Purchasers of Learning A-Z Licenses may not resale, distribute or otherwise share classroom seats to parties outside of the individual classroom or family for which the license is purchased. Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of

the classroom teacher using the resources.

As part of the registration process and to access services, or use their downloaded resources, each educator will select, or be provided with, a username and password ("Username"). District agrees to provide Learning A-Z with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website(s). District employees may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that Learning A-Z, in its sole discretion, deems inappropriate or offensive. District is responsible for maintaining the confidentiality of usernames and passwords.

District also agrees that Usernames may not be shared within anyone outside the registered classroom and/or family. They may only be used by the administrator, educator, or student to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder. Users also agree to supervise and take full responsibility for the use of the Website by minors under the age of 13 years.

All Users are responsible for ensuring that any other person within the registered classroom and/or family who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member.

District is responsible for notifying us immediately of any known or suspected unauthorized use(s) of its Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Usernames. Users must also promptly change their Username to prevent unauthorized access to their Account. Learning A-Z will have no liability for any circumstances arising from the unauthorized use of a Username or an Account. Any fraudulent, abusive, or otherwise illegal activity on District's Account may be reported to appropriate law-enforcement agencies by us.

1.4 MODIFICATIONS TO SERVICE

Learning A-Z reserves the right at any time and from time to time to modify or discontinue, temporarily the Service (or any part thereof) with thirty (30) days' notice to District. District agrees that Learning A-Z shall not be liable to it or to any third party for any modification, suspension, or temporary discontinuance of the Service.

1.5 SPONSORS, THIRD PARTIES, AND ADVERTISERS

District correspondence or business dealings with, or participation in promotions of, sponsors, third parties, or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between District and such sponsor, third party, or advertiser. District agrees that Learning A-Z shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties, or advertisers on the Service.

1.6 LINKS

Learning A-Z may provide, or third parties may provide, links to other websites or Internet resources. Because Learning A-Z has no control over such websites and resources, District acknowledges and agrees that Learning A-Z is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on, or available from, such websites or resources. District further acknowledges and agrees that Learning A-Z shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on, or through any such website or resource.

1.7 DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. DISTRICT'S USE OF THE SERVICE IS AT DISTRICT'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LEARNING A-Z EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. LEARNING A-Z MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY DISTRICT THROUGH THE SERVICE WILL MEET ITS EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT DISTRICT'S OWN DISCRETION AND RISK AND THAT DISTRICT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY DISTRICT FROM LEARNING A-Z OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS, UNLESS PURSUANT TO A SIGNED WRITING AMENDING THIS AGREEMENT.
- e. INFORMATION CREATED BY THIRD PARTIES THAT DISTRICT MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY LEARNING A-Z AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

1.8 LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE ATTACHMENTS TO THIS AGREEMENT, DISTRICT EXPRESSLY UNDERSTANDS AND AGREES THAT LEARNING A-Z SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES

(EVEN IF LEARNING A-Z HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF DISTRICT'S TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LEARNING A-Z'S TOTAL LIABILITY TO DISTRICT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY DISTRICT, IF ANY, FOR ACCESSING LEARNING A-Z.

1.9 EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 AND 7 MAY NOT APPLY.

1.10 TRADEMARK INFORMATION

All materials on the Learning A-Z websites, including without limitation, names, logos, trademarks, service marks, images, graphics, photographs, illustrations, artwork, and other elements making up the Service are protected by copyrights and other intellectual property rights owned and controlled by Learning A-Z or by other parties that have licensed their material to Learning A-Z. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, no Online Materials may be republished, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of their respective owners. You may not add, delete, distort, or otherwise modify any Learning A-Z content. Any unauthorized attempt to modify any Online Material, to defeat security features, or to utilize this website for means other than its intended purposes is prohibited.

Learning A-Z logos and product and service names are trademarks of Cambium Learning, Inc. All other trademarks appearing on the website are trademarks of their respective owners and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made. Learning A-Z will enforce its intellectual property rights to the fullest extent of the law.

1.11 NON-WAIVER

The failure of either Party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

1.12 HEADINGS FOR CONVENIENCE ONLY

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

1.13 VIOLATIONS

District will contact Learning A-Z within a reasonable time if it becomes aware of any violations of the usage terms specified in this Agreement.

1.14 INDEMNIFICATION

Learning A-Z shall indemnify, defend and hold harmless District from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any act or omission of Learning A-Z or its agents, whether intentional, negligent, or otherwise, including any claim by a third party that the technology platform and services underlying this Agreement infringes or misappropriates the intellectual property rights of such third party. *Solely to the extent permissible under applicable law, and without waiving District's sovereign immunity or any other immunity or defense otherwise available to District*, District shall indemnify and hold harmless Learning A-Z from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of Learning A-Z's services by District, except to the extent that such claim is subject to indemnification by Learning A-Z hereunder.

In addition to any other remedies available to District under law or equity, Learning A-Z will reimburse District in full for actual, documented costs reasonably incurred by District that are reimbursable by Learning A-Z's insurer in investigation and remediation of any Security Breach that is caused in whole or in part by Learning A-Z, its employees, or its subcontractors and that is not the fault of District, including but not limited to providing notification to individuals whose Confidential Information was compromised and to regulatory agencies or other entities as required by law; providing one year's credit monitoring to the affected individuals if any information exposed during the breach could be used to commit financial identity theft; and the payment of actual, documented reasonable legal fees, audit costs, fines, and other fees imposed against or reasonably incurred by District as a result of the Security Breach. "Security Breach" means an event in which Personal Data of any student or employee of District is exposed to unauthorized disclosure, access, alteration, or use.

1.15 LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS

Any comments, materials, or letters sent by District to Learning A-Z, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. Learning A-Z shall have no obligation of any kind with respect to such Received Materials and Learning A-Z will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from, and/or distribute, the Received Materials without limitation or restriction.

1.16 PRIVACY

Learning A-Z is committed to protecting the privacy of website visitors and does not share personally

identifiable information with third parties without District's consent. Learning A-Z shall provide District its Privacy Policy for review in advance of, or at the time of the execution of this Agreement. Learning A-Z maintains reasonable procedures in accordance with its policies and practices and applicable law to protect the confidentiality, security, and integrity of personally identifiable information received by Learning A-Z in connection with provision of the services to the District. The Learning A-Z Data Privacy and Security Guidelines document is attached hereto as Exhibit A, and is hereby incorporated into and made a part of this Agreement.

1.17 RESTRICTIONS ON USE

District may not use Learning A-Z or its content for any illegal purpose or in any manner inconsistent with these Terms and Conditions. District agrees to use Learning A-Z solely for its own noncommercial use and benefit and not for resale or other transfer or disposition to any other person or entity.

Permitted Use: District has Learning A-Z's permission to print a reasonable number of copies of Learning A-Z content displayed on the Website for noncommercial personal or classroom use, provided that any copies District prints continue to show all notices concerning copyright, trademark and other proprietary rights that appear in the material reproduced and do not exceed the classroom license set forth in Section 3.

Prohibited Uses: Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, District must obtain written permission from Learning A-Z, or the third-party owner of material appearing on the Website, for any other copying, redistributing or publishing of any Learning A-Z or "Third Party Content." The downloading of any code from the Website is strictly prohibited. District may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Learning A-Z or Third Party Content, in whole or in part, for commercial purposes without the express permission of Learning A-Z.

Linking to and framing the Website: District may create and publish links to any LearningA-Z.com homepage. Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

Additional Restrictions: District may not: (a) access the Website by any means other than by means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service; (c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's Username, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application in any manner which is competitive with services provided by Learning A-Z; and (e) knowingly use or permit any others to use any facilities or services of Learning A-Z or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for Learning A-Z Content, Learning A-Z does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Learning A-Z Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Learning A-Z. Learning A-Z neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject Users to civil liability and criminal prosecution under applicable laws. In the event Users download Content from Learning A-Z, the software, including any files, images incorporated in or generated by the software and data that may accompany the Content are licensed to Users by Learning A-Z. Learning A-Z, or its contract partners, does not transfer title to the Content to the User. Learning A-Z, or our contract partners, retains full and complete title to the Content and all intellectual property rights therein. User/District may not redistribute, sell, decompile, reverse-engineer or disassemble the Content.

1.18 SEVERABILITY

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

1.19 ENTIRE AGREEMENT

This Agreement and any other terms and conditions stated in any exhibits hereto shall constitute the entire agreement between the District and Learning A-Z and govern the use of the Service.

1.20 TERM AND TERMINATION

This Agreement shall remain in full force and effect unless and until terminated earlier as provided in this Agreement. In the event that District commits a material breach of this Agreement (other than breach of its payment obligations), Learning A-Z may terminate this Agreement on five (5) business days prior written notice to District; provided that District fails to cure such breach within such five (5) business day period. District may terminate this Agreement by (a) providing Learning A-Z with no less than thirty (30) days prior written notice or (b) ceasing all access to the Learning A-Z's services for six (6) months or longer. No sooner than one (1) year after District accepts the Effective Date of this Agreement, Learning A-Z may terminate this Agreement on at least sixty (60) days prior written notice.

1.21 CHOICE OF LAW AND FORUM

The laws of the State of Missouri will govern this Agreement. The laws of the State of Missouri will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Jackson County, Missouri. Learning A-Z makes no representation that materials on Learning A-Z are appropriate or available for use in all locations. Those who choose to access Learning A-Z do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Learning A-Z are further subject to United States export controls. No materials from Learning A-Z may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Raytown C-2 School District

By: _____

Print Name: _____

Title: _____

Address: _____

Email: _____@_____

Date: _____

Learning A-Z, Inc.

By:  _____

Print Name: Paul Littlewood

Title: Sr. VP of Sales and Customer Success

Address: 1840 E River RD

Tucson AZ, 85718

Email: sales@learninga-z.com

Date: 5-11-18

EXHIBIT A
DATA PRIVACY AND SECURITY GUIDELINES

This Privacy Policy explains how information is collected, used, and disclosed by Learning A-Z (“Learning A-Z,” “we,” “us,” or “our”) in connection with your use of A-Z websites, online services, and mobile applications that link to this Privacy Policy (each a “Service”; collectively, “Services”). Each time you use any Service, you consent to our collection, use, and/or disclosure of your information as described in this Privacy Policy. Each time you allow others to use any Service via District’s account, you confirm that you have the right to consent on their behalf to our collection, use and disclosure of their information as described in detail below. Accordingly, we urge you to read this Privacy Policy in full, as well as our [Terms of Service](#), and [contact us](#) if you have any questions.

We market and sell our products to adults who purchase or otherwise subscribe to our Services, which can then be used by children at the direction and under the supervision of these adults. We respect all of our users’ privacy, but we recognize the need to provide additional privacy protections with respect to the personal information we collect from children under 13 pursuant to the United States’ Children’s Online Privacy Protection Act of 1998 (“COPPA”). Accordingly, our privacy practices with respect to children under 13 are set forth below in our Children’s Privacy Policy section.

- **A special note to children:** If you are under 13, please get permission from your parent or legal guardian before using our Services. You must be 18 or older to purchase or otherwise subscribe to any Service. We do not market or sell to children under 18, and we seek consent from a parent or legal guardian whenever we identify that a minor attempts to purchase or register for a subscription to any Service.
- **A special note to parents:** Please help us protect your children’s privacy by instructing them never to volunteer their personal information online without your permission.

1. The Information We Collect and How We Use It

Throughout this Privacy Policy, we use the term “Personal Information” to describe information that can be used to directly or indirectly contact or identify you, such as your full name, home or other physical address, email address, and telephone number. Personal Information also includes anonymous information that is linked to information that can be used to directly or indirectly contact or identify you. Personal Information does not include information that has been made anonymous or aggregated so that it can no longer be used, whether in combination with other information or otherwise, to contact or identify you.

We use the term “Non Personal Information” to describe information that cannot be used to directly or indirectly contact or identify you and that is not linked to information that can be used to directly or indirectly contact or identify you. Non Personal Information includes passively collected information about your activities on our Services, such as usage data, to the extent that information is not linked to your Personal Information.

1. *Account Creation by Teacher and Parent Users*

Teachers, parents, and other adult visitors over 18 must create accounts in order to purchase a subscription to any Service or to secure free trial access to any Service. During our online purchase process, we collect and store your first and last name, street address, email address, phone number, and school and school district. We also collect the username, password, and security question and answer you create, and if you volunteer your fax number, occupation, and class grade level, we collect and store that information. If you choose to pay with a credit card, we collect your credit card number, card type, expiration date, and security code. We transmit this payment information for processing, and we do not store this information. If you choose to pay via purchase order, check, or money order, we collect the payment information that you mail to us. If you choose to create an account for free trial access to any Service, we collect and store your full name, street address, and email address, occupation, school and school district affiliation, and username during that process. Following both account creation processes, we also collect information about whether you opt in to receive our eNews, updates, and offers.

We will not use the Personal Information collected during the account creation process for any purposes other than securing verifiable parental consent; fulfilling requested transactions; sending you order confirmations and other notifications you request or that are required by law; providing you with access to the Services, including ensuring proper licensing and providing necessary copyright permissions; and providing the customer service, technical support, and sales support you request.

2. *Teacher Login Credentials*

Certain of our Services—Kids A-Z, Raz-Kids, Headsprout, ReadyTest A-Z, and Writing A-Z—offer tools for online learning beyond downloadable resources for teachers. We offer online teacher portals, student portals, and parent portals that provide common access to all of these Services that a school district, school, teacher, or other adult has purchased.

If you are an adult with teacher access to these Services, we collect the username and password you create during the purchase process or subsequently assigned to you by your school or school district purchaser each time you login to the teacher portal. Any time you request that we reset your password, and submit your email address as part of that process, we collect your email address.

We will not use this Personal Information for any purposes other than verifying your identity and authenticating your login; facilitating your access to content; and monitoring subscription compliance. If you personally purchase access to any Service, we may use your user credentials to provide the customer service, technical support, and sales support you request. If a district, school, or other individual purchases access to any Service on your behalf, we display your login credentials on your designated Learning A-Z coordinator's online "Accounts Site" to facilitate access to content.

3. *Parent Login Credentials*

If you are the parent of a child whose teacher or school has access to Kids A-Z, Raz-Kids, Headsprout, ReadyTest A-Z, or Writing A-Z, you may request access to the parent portal. We collect your email address in order to send you an email to allow you to create a username and password for access to the parent portal. We also collect your user credentials each time you login to the parent portal. Any time you request that we reset your password, and submit your email address as part of that process, we collect your email address.

We will not use this Personal Information for any purposes other than verifying your identity, authenticating your login, and facilitating your access to the parent portal.

4. *Student Login Credentials Created by Teacher and Parent Users*

Adults with teacher access to our Services that provide tools for online learning— Kids A-Z, Raz-Kids, Headsprout, ReadyTest A-Z, and Writing A-Z—must create a classroom roster and assign students user credentials before students can access the Services.

We collect and store the student login credentials that you create. We will not use this Personal Information for any purpose other than providing you and your students access to the Services.

5. *Account Activity by Teacher and Parent Users*

If you are an adult with teacher access to our Services that provide tools for online learning, the first time you login to the teacher portal, you must enter your first and last name, class name, grade level, and school name, and we collect that information.

Once you create a classroom roster in the teacher portal, you can access classroom reports that become available as your students complete assignments in our Services. These classroom reports show the number of activities completed; each student's progress on incomplete activities; the number and time each student logged in; the bonus and incentive stars earned; student rankings; and the accuracy level for any skill group you create. If you are an adult with parent access to the Services, you can view similar reports regarding only your child's activity through the parent portal. If you have teacher access, you can review student activity on the Services; give students assignments; access student voice recordings submitted for review and grading; and send voice recordings or text messages to students. If you have parent access, you can review the activity of your child on the Services, send text messages to your child and review messages sent to your child, but you cannot give assignments.

We will not use any Personal Information we gather about you as you use the Services for any purposes other than verifying your identity and authenticating your login; facilitating your access to paid content; and monitoring subscription compliance. You control what information you provide to and about your students as you interact with the Services. If you have teacher access, the student information you provide as you use the Services should be limited to information that is relevant to the legitimate educational purpose of improving student performance. We will not ask you to enter, and you are specifically instructed not to enter, information about students that is not relevant to this legitimate educational purpose. You are also responsible for keeping the student information that you enter accurate, complete and up to date. If you recognize that student information is inaccurate, incomplete, or outdated, you are responsible for correcting it. Please note, however, that the "class chart" name that you assign to a student may be anything you choose and need not be the student's actual name. For assistance, or if you experience difficulties making corrections to student information, please [contact us](#). We will use information about students entered by teacher and parent users to provide services to your school educational institution. We will not keep such student information after you or the school educational institution instructs us to delete it. You may not disclose or otherwise use the student data entered on this site for any unauthorized purposes.

When you are logged in to the teacher or parent portals, we automatically collect Non Personal

Information about your use of the Service to support our internal operations, including information about how various features of the Service are used, what you download, and the number, frequency and length of each session. We do not combine this Non Personal Information with or link it to any of the Personal Information mentioned above.

6. *Correspondence With Us*

We collect and retain Personal and Non Personal Information from you when you send us a message or chat with us via our website, when you send us an email, or when you sign up for a newsletter on our website. We use such information solely to provide the services or support you request.

7. *Location Information*

We collect and store information about your geographic location on our teacher-facing ReadyTest A-Z website, which is a Service directed to users over 13, in order to provide Missouri-specific content to educators in Missouri. Your location information is collected only if you enable your computer or mobile device to send us location information and/or if you expressly grant us permission to collect it by clicking "Allow" in a dialogue window that automatically pops up when you navigate to this website.

8. *Automated Information*

We automatically receive and record certain technical information from your browser as you use our Services, including your IP address, to improve the functionality of our Services. When we collect an IP address, we combine it with other information submitted by the user's browser, such as requests for files from the web server. We compile this information to create access logs, which we analyze to determine trends, such as which pages are used the most, which browsers are most frequently used by visitors to access the site, and which areas of the world site users are accessing our products from most frequently. Our access logs do not contain any information which can be uniquely associated with any particular IP address or Personal Information about any individual user.

2. **How We Share the Information We Collect**

We will not share any information collected through our Services with third parties, except as described below. We do not share Personal Information with third parties for their own marketing purposes.

1. *Personal Information*

1. Service Providers

We may share Personal Information with third-party service providers only if necessary for them to perform services on our behalf, including without limitation service providers who provide email services, process credit card payments, and provide services in support of our internal operations.

2. Corporate Affiliates and Corporate Business Transactions

We may share Personal Information with our parent company and other Learning A-Z-affiliated companies. If we enter into a business transition such as a merger, consolidation, acquisition, sale of

assets, joint venture, securities offering, bankruptcy, reorganization, liquidation, or dissolution, your Personal Information may be among the assets we transfer. You acknowledge and consent that such transfers are permitted by this Privacy Policy, and that any acquirer of ours or that acquirer's affiliates may continue to collect and use your Personal Information as set forth in this Privacy Policy.

3. Legal Compliance and Security

We reserve the right to disclose Personal Information when required to do so by applicable law—for example, in response to a court order, subpoena, legal process, or other claim or inquiry. We also may disclose Personal Information in response to a law enforcement agency's request or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the rights, property, or safety of any person, violations of our Terms of Service, or to verify or enforce compliance with the policies governing our Services and applicable laws, or as otherwise required or permitted by law or legal requirements.

4. Consent

We may share your Personal Information with a third party if you consent to the sharing.

5. Authorized Educational Institutions and Third Parties They Authorize

We may disclose the information we collect about a student to authorized employees or representatives of the student's educational institution. When, at the request of the educational institution, we acquire assessment or other information, including students' Personal Information, from a third-party source, we will treat such information with the same confidentiality and security safeguards as though it were provided directly by the educational institution. Additional agreements may be required by the third party to authorize transmission of such information to us.

An educational institution may from time to time request that we provide the information we collect about students to third parties of its choosing. We will do so only with written authorization from the educational institution that acknowledges that we are providing that information as an educational institution's agent, and that once the information is received by the third party, we no longer have any control over the use or disposition of the information. If a written request to disclose the Personal Information of students to a third party is provided to us, the educational institution releases us from all responsibility over the use or disposition of such information.

Upon the termination of the Master Agreement between these Parties, we will destroy any information collected from students for educational institutions who no longer participate in our Services. We will also provide written verification that the data has been destroyed as requested. If an educational institution has not used any Service for a period of two years, upon request, we will provide written notice that the student information pertaining to their educational institution will be destroyed unless the educational institution requests the records be kept.

2. *Non Personal Information*

This Privacy Policy does not limit our use of any Non Personal Information, and we reserve the right to use and disclose such information to third parties at our discretion. However, in the event that we wish to release Non Personal Information that identifies a school or educational institution by name, we will

enter into a separate agreement with a school or school district purchaser to authorize release and publication.

3. Districts and School Systems

Under the terms of our contracts with schools, we agree to act as a "School Official" as defined by the Family Educational Rights and Privacy Act ("FERPA"), meaning that we:

- Perform an institutional service or function for which the school or district would otherwise use its own employees;
- Have been determined to meet the criteria set forth in the school's or district's annual notification of FERPA rights for being a School Official with a legitimate educational interest in the education records;
- Are under the direct control of the school or district with regard to the use and maintenance of education records; and
- Use education records only for authorized purposes and will not re-disclose from education records to other parties (unless we have specific authorization from the school or district to do so and it is otherwise permitted by FERPA).

4. Account Holders' Communication Choices

We provide you the ability to exercise certain controls and choices regarding our collection, use and disclosure of your information. If you opt in to receive our eNews, updates, and offers, you consent to receive certain email communications from us, which may include newsletters, administrative notices, and special offers. You have a choice at any time to stop us from sending you emails for marketing purposes by updating your email preferences.

Please note that, despite any indicated email marketing preferences, we may still send you administrative emails regarding the operation of our Services.

5. Changing or Removing Personal Information and Closing Accounts

1. Reviewing Your Own Information

If the Personal Information you provided when you created an account changes, you must promptly notify us of those changes. You have the right to access, update and correct factual inaccuracies in the Personal Information that we collect through our Services, subject to certain exceptions. If you want to access, update, or correct your Personal Information, simply edit your profile in your My Account section. To help protect your privacy and the security of your Personal Information, we may request information from you to enable us to confirm your identity and right to access such information, as well as to search for and provide you with the Personal Information that we maintain. For information about how to review the Personal Information we collect from children under 13, please see our Children's Privacy Policy section below.

There are instances where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the Personal Information that we hold about you. In addition, your Personal Information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your Personal Information, we will endeavor to inform you of the reasons why, subject to any legal or

regulatory restrictions.

If you no longer wish to have your information collected by an application installed on a mobile device, you may uninstall the application by using the standard uninstall processes available on the mobile device or via the mobile application marketplace or network.

2. Closing Accounts

If you no longer wish to use our Services, you may close your account by contacting us. Adults with teacher access may remove a student account by deleting the student from their classroom roster. Adults with parent access may do this by contacting the account holder, such as the school, to request deletion of their child's information. The school may contact Learning A-Z at support@learninga-z.com by call 1-866-889-3729.

If you close your account, we have no obligation to retain your information, and we may delete any or all of your information without liability. However, we may retain information related to you if we believe it may be necessary to prevent fraud or future abuse, if required by law, or for legitimate business purposes, such as analysis of aggregated, Non Personal Information, account recovery, auditing our records, and enforcing our rights and obligations under our agreements. We disclaim any liability in relation to the deletion or retention (subject to the terms of this Privacy Policy) of information or any obligation not to delete your information.

6. Using the Services Outside the United States

We are based in the United States, and the information we collect is governed by and operated in accordance with United States law. If you are using the Services outside the United States, you consent to having your information and data transferred to the United States. While users from countries other than the United States may access certain of our Services, we make no representation that the Services are operated in accordance with the laws or regulations of, or governed by, other nations. If you are from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use and disclosure of Personal Information, that are different from those of the United States, you may only use the Services in a manner lawful in your jurisdiction.

7. How We Protect Information

We use reasonable technical, administrative, and physical security measures designed to safeguard and help prevent unauthorized access to your information, maintain data security, and correctly use the information we collect. These measures include, but are not limited to, the use of encryption, physical access controls, information access controls, and anti-virus and anti-malware software.

Additionally, your account is protected by the password you use to access your online account, and we urge you to take steps to keep your username and password safe. Teacher and parent users are responsible for maintaining the confidentiality of their usernames and passwords, including student usernames and passwords. If you feel your password or a password of a student user has been compromised, you should change it immediately. When you are finished using our Services, you should log out of your account and exit your browser. Teacher and parent users are also responsible for notifying us immediately of any known or suspected unauthorized use(s) of account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of login credentials. Any

fraudulent, abusive, or otherwise illegal activity on your account may be reported to appropriate law enforcement agencies by us.

Please be aware that, despite our best efforts, no security measures are perfect or impenetrable. We cannot guarantee or warrant the security of any information you disclose or transmit to us on or through the Services and cannot be responsible for the theft, destruction, loss or inadvertent disclosure of your information.

8. Links to Other Websites

We may provide links to other websites that we believe may be of interest to our users. However, we are not responsible for the privacy practices employed by those websites, nor are we responsible for the information or content they contain. This Privacy Policy applies solely to information collected by us through our Services; thus, when you use a link to navigate to a third-party website, this Privacy Policy is no longer in effect. We encourage our users to read the privacy policies of these other websites before proceeding to use them.

9. Contact Us

Teachers, parents, and other adult visitors over 18 with questions or comments regarding this Privacy Policy may contact us using the information below:

- Address: 1840 East River Road, #320 Tucson, AZ 85718
- Email: support@learninga-z.com
- Phone: 1-866-889-3729

10. Changes to This Privacy Policy

We may periodically make changes to this Privacy Policy, including changes to keep pace with changing technology and as new or changed Services are released. We expect most such changes to be minor. Any non-material changes will take effect immediately upon posting of an updated Privacy Policy on our Services. You should periodically check our [Privacy Policy](#) for updates. However, there may be cases where changes to the Privacy Policy may be more significant. In such cases, we will first provide notice to users who are affected. If we make changes to this Privacy Policy that may affect our collection or use of Personal Information from children under 13, we will give notice and obtain the prior verifiable consent of a parent or legal guardian. See our Children's Privacy Policy below for more information about those practices.

Your continued use of the Services after the effective date of the Privacy Policy will constitute acceptance of any changes. If you do not agree to the revised Privacy Policy, please refrain from using the Services.

* * *

CHILDREN'S PRIVACY POLICY

Learning A-Z ("Learning A-Z," "we," "us," or "our") recognizes the need to provide additional privacy protections with respect to the Personal Information we collect from children under 13 ("child" or

"children") on our Services. This Children's Privacy Policy explains our information collection, use, disclosure, and parental consent practices with respect to the Personal Information we collect from children, and it is a part of and uses terms that are defined in our general Privacy Policy set forth above.

This Children's Privacy Policy will control over any conflicting provisions in our general Privacy Policy. All references to the terms "parent" or "parental" shall include legal guardians.

1. The Personal Information We Collect from Children, How We Use It, And How and When We Seek Parental Consent

We market and sell our products to adults who purchase or otherwise subscribe to our Services, which can then be used by children at the direction and under the supervision of these adults. Certain of our Services—Raz-Kids, Headsprout, ReadyTest A-Z, and Writing A-Z—offer online learning tools that children may access and that may collect Personal Information from children, as defined by COPPA. We identify below potential instances of such collection and describe how and when we will provide parental notice and seek prior verifiable parental consent.

We do not knowingly collect, use, disclose or store any Personal Information from children unless we have obtained prior verifiable parental consent. In any instance where we collect Personal Information from a child, we will not collect more Personal information than is reasonably necessary for the child to participate in the Service, and we will retain that information only as long as reasonably necessary to fulfill the request or allow the child to participate in the Service, ensure the security of our users and Services, or as required by law. In the event that we discover that we have inadvertently collected information from a child in a manner inconsistent with COPPA's requirements, we will delete that information and attempt to notify the child's parent. If you believe that we might have collected Personal Information from your child without consent, please [contact us](#).

1. Account Creation and Student Login Credentials

As described in our general Privacy Policy set forth above, we do not allow children to purchase or otherwise subscribe to any Service: our account creation feature is intended strictly for adult teacher or parent use, and we take measures to make this apparent in order to prevent children from submitting Personal Information to our Service in this manner.

An adult teacher or parent purchaser of any Service may open an account for a child by creating the child's student login credentials. We collect student user credentials each time a child log in to the student portal to access the Services. In addition, the student's user credentials are collected and displayed on the online classroom roster in the teacher portal. We will not use this information for any purposes other than authenticating the student's login and facilitating student access to the Services. Our staff is not authorized to disclose student login information; information regarding student login credentials is strictly controlled by the teacher.

2. Correspondence With Us

As described in our general Privacy Policy set forth above, we collect and retain Personal and Non Personal Information from users who choose to [send us a message](#) or [chat with us](#) via our website,

when you send us an email, or when you sign up for a newsletter on our [website](#). Children are not permitted to communicate with us directly using these means, and we take measures to make this apparent in order to prevent children from submitting Personal Information to us in this manner.

Nevertheless, if a child corresponds with us, we will collect the child's Personal Information to directly respond to the child's request for assistance on a one-time basis, and we will delete the child's Personal Information after responding.

3. *Automated Information*

We automatically receive and record certain technical information from a child's browser, including the child's IP address, for internal purposes only. When we collect an IP address, we combine it with other information submitted by the user's browser, such as requests for files from the web server. We compile this information to create access logs, which we analyze to determine trends, such as which pages are used the most, which browsers are most frequently used by visitors to access the site, and which areas of the world site users are accessing our products from most frequently. Our access logs do not contain any information which can be uniquely associated with any particular IP address or Personal Information about any individual user.

4. *Student Account Activity*

Certain activities on certain Services allow children to create or manipulate content and save it on our Services. Some of these activities do not require children to provide any Personal Information. If a Service requests or allows a child to provide Personal Information in their created content, we will seek prior verifiable parental consent in order to collect that information. Examples of created content that constitute or may include Personal Information include the following:

- Student voice recordings (Raz-Kids and Headsprout only): Children may record themselves reading texts, they may play the recordings back, and they may send the recordings to their teachers.
- Open-text fields (Raz-Kids, ReadyTest A-Z, and Writing A-Z only): Children may draft and submit written responses to various prompts.

We do not use student voice recordings or the information provided by children in open-text fields for any internal purpose; we only transmit the voice recordings and the content provided in open-text fields to the child's teacher, where it can be reviewed or downloaded. Students may not share student voice recordings or the information provided in open-text fields with anyone else, and they cannot privately communicate with anyone using the Service.

Additional educational information is collected as the child progresses through the Service, such as amount of time logged in, reading rate, and assessment scores. This information allows the Service to adapt to the child and inform the teacher on the child's progress.

5. *Consent—Parents*

For parent purchasers, in the event we wish to collect the Personal Information outlined above from a child, we provide parental notice and seek verifiable parental consent via the email address provided during account creation. In our initial email, we describe what Personal Information we collect from

children, how we collect it, how we use it, how we disclose it, how the parent can consent to collection of such information, and your parental rights over such information. This email contains an activation link you must click. We send another email message to confirm we have obtained consent after a reasonable time delay. In this confirmatory message, we indicate how the parent can revoke consent to our collection of Personal Information.

6. Consent—Schools As Agents of Parents

Where a school or school district contracts with us to offer the Services solely for the benefit of their students and for the school system and for no other commercial purpose, the school or school district may consent to the collection of children's Personal Information on parents' behalf. We encourage schools and school districts using our Services to notify parents that our Services are being used in their schools.

We provide the schools and school districts using our Services with the notices required under COPPA, including a description of the Personal Information we collect from children, how we collect it, how we use it, how we disclose it, how the school or school district can consent to collection of such information, and all other rights over such information.

2. How We Share Personal Information Collected From Children

We do not provide any child's Personal Information to third parties—we use this information for internal purposes only.

3. Parental and School Access and Control Over Personal Information Collected From Children

As described in our general Privacy Policy set forth above, parents who have received access to the parent portal have access to classroom reports that show the number of activities completed by each student; each student's progress on incomplete activities; the number and time each student logged in; the bonus and incentive stars earned; student rankings; and the accuracy level for each skill group a teacher creates. Parents can also send textual messages to their children. We encourage you to obtain parent access so that you may monitor your child's account activity.

At any time, parents or schools operating as the agent of parents can request to review any Personal Information collected about a child, have such information deleted, and/or request that there be no further collection or use of a child's Personal Information. Adults with teacher access may remove children by deleting them from their classroom roster. Parents may do this by contacting the account holder associated with their child and requesting deletion. We take steps to confirm that anyone requesting Personal Information about a child is in fact the child's parent or authorized school agent. Please keep in mind that a request to delete Personal Information about a child or a request that there be no further collection or use of their child's Personal Information may lead to the termination of an account, membership or other service. Upon written request by a school, we will delete any Personal Information collected from students, and we will provide written verification that the information has been destroyed as requested.

If you no longer wish to have Personal Information of a child collected by an application installed on a mobile device, you may uninstall the application by using the standard uninstall processes available on the mobile device or via the mobile application marketplace or network.

4. How We Protect Children's Personal Information

The technical, administrative, and physical security measures we employ to safeguard and help prevent unauthorized access to all information we collect through our Services is described in our general Privacy Policy set forth above.

5. Contact Us—Questions About the Children's Privacy Policy

If you have questions or comments regarding this Children's Privacy Policy, you may contact us using the information below:

- Address: 1840 East River Rd. #320 Tucson, AZ 85718
- Email: support@learninga-z.com
- Phone: 1-866-889-3729

EXHIBIT B – DATA GOVERNANCE TERMS AND AGREEMENT

Data Governance Conditions. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Learning A-Z is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement (including but not limited to subcontracting), Learning A-Z is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this Agreement, provided however that Learning A-Z will remain ultimately responsible for such duties and obligations.

Data Storage/Maintenance. The Parties agree that all data collected or held by Learning A-Z (including but not limited to Customer employees' names, addresses, dates of birth, social security numbers, family information, health information, etc.) shall be stored within the United States of America. The Parties further agree that Learning A-Z shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.

Data Encryption. In conducting data transactions and transfers with the Customer, Learning A-Z will ensure that all such transaction and transfers are encrypted.

Data Portals. Learning A-Z warrants and represents that all of its data portals are secured through the use of verified digital certificates. Learning A-Z agrees to allow the Customer to run its own security tests on these portals if the Customer deems necessary.

Data Breach. Learning A-Z agrees that it will implement commercially reasonable administrative, physical and technical safeguards designed to secure Personal Data from Customer from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event Learning A-Z has a reasonable, good faith belief that an unauthorized party has accessed or had disclosed to it Personal Data that the Customer provided Learning A-Z or that Learning A-Z collected from Customer, and such access or disclosure occurs in a manner that compromises the security or privacy of personal information contained in said Data ("Security Incident"), then Learning A-Z will promptly, or if required by Law in such other time required by such Law, notify the Customer and will use reasonable efforts to cooperate with the Customer's investigation of the Security Incident.

If, due to a Security Incident which is caused by the acts or omissions of Learning A-Z or its agents, employees, or contractors, any third-Party notification of such real or potential data breach is required under law, Learning A-Z shall be responsible for the timing, content, and costs of such legally-required notifications as specified in Paragraph 1.14, Indemnification. With respect to any Security Incident which is not due to the acts or omissions of Learning A-Z or its agents, employees, or contractors, Learning A-Z shall nevertheless reasonably cooperate in the Customer's investigation and third-party notifications, if any, at the Customer's direction and expense. Learning A-Z shall also be responsible for the cost of investigating any Security Incident determined to be caused by the acts or omissions of Learning A-Z or its agents, employees, or contractors, as well as the payment of legal fees, audit costs, fines, and other fees imposed against the Customer as a result of a Security Incident. Learning A-Z shall also be required to outline for the Customer the steps and processes that Learning A-Z will take to prevent post-

employment data breaches by Learning A-Z employees after their employment with Learning A-Z has been terminated.

Data Dictionary. Learning A-Z has provided and will provide the Customer with a data dictionary that inventories all data field that are encrypted within Learning A-Z's platform maintaining collected Customer data.

Data Ownership. The Parties agree that, notwithstanding Learning A-Z's possession of or control over Customer data, the Customer maintains ownership of all data that the Customer provides to Learning A-Z or that Learning A-Z collects from the Customer. Learning A-Z further agrees that Customer data cannot be used by Learning A-Z for marketing, advertising, or data mining, or shared with any third Parties unless allowed by law and expressly authorized by the Customer in writing.

Learning A-Z Access to Customer Data. The Parties agree that Learning A-Z shall exclusively limit its employees, contractors, and agents' access to and use of Customer data to those individuals who have a legitimate need to access Customer data in order to provide required support of the system or services to the Customer under the Agreement. Learning A-Z warrants that all of its employees, contractors, or agents who have such access to confidential Customer data will be properly vetted to ensure that such individuals have no significant criminal history. The Parties further agree that the Customer must approve of such vetting process, a detailed description of which will be provided to the Customer upon request.

Data Handling in the Event of Termination. In the event that the Parties terminated their agreement for the provision of Learning A-Z's services, any Customer data within Learning A-Z's possession or control must be provided to the Customer and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Learning A-Z agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Customer data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Customer. If Customer data is restored from a back-up after the Parties' termination of their agreement for Learning A-Z's services, then that data must also be de-identified/deleted.

Cyber Security Insurance. Learning A-Z has provided and will provide to the Customer a certificate of insurance describing Learning A-Z's Cyber Security Insurance.

Learning A-Z Visits to Customer Property. The Parties recognize that certain Learning A-Z employees, contractors, or agents may visit the Customer's property in order to obtain the necessary information for the provision of Learning A-Z's services. The Parties agree that, before any such visits to the Customer occur, all visiting Learning A-Z employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Learning A-Z further warrants and agrees that its employees, contractors, or agents who visit the Customer will not have contact or interact with the Customer's students. Learning A-Z will indemnify, defend, and hold the Customer, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities

whatsoever resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Learning A-Z and/or its employees, contractors, or agents, subcontractors in connection with visits to the Customer's property as described herein.