



IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This “Agreement” (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below (“Effective Date”) between Imagine Learning LLC, its affiliates and subsidiaries (“Company”) and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 “Authorized User” means any third party who is authorized by Customer to access the Services pursuant to Customer’s rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 “Confidential Information” means all non-public, proprietary or confidential information relating to a “Disclosing Party” that is disclosed or otherwise supplied in confidence to the “Receiving Party” under this Agreement. Company’s Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 “Confidential Student Information” means information that personally identifies a student who is enrolled or was previously enrolled at the Customer’s institution. This term includes the student’s name, the name of the student’s parents or family members, the student’s (or student’s family’s) address, telephone number, email address, date of birth, place of birth, mother’s maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer’s institution.

1.5 “Customer” means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 “Customer Content” means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 “De-Identified Data” means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 “Documentation” means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.



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1.9 “**Instructional Services**” means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 “**Price Quote for Services**” or “**Quote**” means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 “**Products**” means durable, physical or consumable materials such as student or teacher workbooks, textbooks, physical kits or other items provided to correspond with Company courseware, audio, video and other content curriculum, and/or Documentation and software.

1.12 “**Professional Development**” or “**Professional Learning**” means the instructional training, consulting and coaching for all licensed products and services provided by the Company as described in the applicable Price Quote for Services. Professional Development/Professional Learning services are subject to the additional terms contained in the attached Addendum.

1.13 “**Services**” means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers’ access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.14 “**Supported Environment**” means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company’s website.

2. PROVISION OF PRODUCTS & SERVICES

2.1 Access. Subject to Customer’s payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Products and Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 Return Policy. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to the Company by Customer within thirty (30) days of receipt. Customer must obtain written authorization from Company for the return. Customer may not return Products without Company’s written authorization. For clarity, science lab kits may not be returned.

2.3 Support Services. Company will provide Customer with the support services described at <http://help.imaginelearning.com/hc/en-us>.

2.4 Hosting. Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.



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3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and

3.2 in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

- a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.
- b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
- c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.
- d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
- e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.3 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.4 Ownership. Except for the licenses granted by Company under this Agreement, as between



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Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.5 Open Source Software. Certain items of software used in the Services are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services (“Fees”) and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer’s access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal, state or local funds, Customer’s payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer’s trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company’s system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer’s Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer. **Customer Responsibility for Access, Content and Security.** Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer



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Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy



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Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at <https://www.imaginelearning.com/privacy> ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for those purposes allowed under applicable law and for the following purposes: (1) to demonstrate the effectiveness of the services; (2) research and development of the Company's educational sites, services, or applications; and (3) for adaptive learning purpose and for customized student Learning. Company agrees not to attempt to re-identify aggregated or De-identified Data. Company's use of aggregated data and De-identified data shall survive termination of this Agreement or any request by LEA to return or destroy Data.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims



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and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) any failure by Customer to adhere to applicable laws, rules and regulations (including school board and district policies) relating to Customer's modified or customized content where permitted within Company provided Products or Services; (c) Customer's unauthorized use of Services hereunder and/or (d) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2. Notwithstanding the foregoing, Company shall not be liable for Customer's insertion or use of any self-created or third party content which violates any applicable laws, rule and regulations.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.



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13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

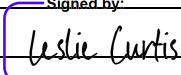
13.8 Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

CUSTOMER:	IMAGINE LEARNING LLC
Signature:	Signature:  Signed by: 692D078C1CB64C0...
Printed Name: Tracy Morrison	Printed Name: Leslie Curtis
Title: Director Procurement	Title: EVP, Chief Administrative Officer
Date:	Date: 5/5/2025
Address: 855 Lenzen Avenue San Jose, CA 95126	Address: 100 S. Mill Avenue, Ste. 1700 Tempe, AZ 85251

Initial




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Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries (“Company”). In the event of a conflict between these additional terms and the Company’s Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.
3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer’s purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) (“Company Instructors”) who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the “Virtual Programs”). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law (“Instructor Requirements”). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the “Local Educational Agency,” or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company’s services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (“IEP”); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.



Price Quote

100 S. Mill Ave
 Suite 1700
 Tempe, AZ 85281
 877-725-4257

Date 5/1/2025
Quote No. Q-125834
Acct. No. 12214896
Total 190,105.00
Pricing Expires 09/02/2025

San Jose Unified School District
 855 Lenzen Avenue
 San Jose CA 95126
 United States

SJUSD - Edgenuity - CA Drivers Ed - '25-26

Payment Term	Contract Start	Contract End
Net 30	8/1/2025	7/31/2026

Site	Description	Comments	End Date	Qty	Amount
San Jose Unified School District	PD Webinar Session (CW-SUPP)		07/31/2026	2	1,500.00
	Edgenuity Academic Integrity		07/31/2026	1	5,105.00
	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Concurrent User	Gunderson HS	07/31/2026	6	6,000.00
	Integration - Clever or Classlink Sync and SSO		07/31/2026	1	0.00
	Drivers Education (CA)		07/31/2026	500	25,000.00
Willow Glen High School	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License		07/31/2026	1	25,500.00
Leland High School	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License		07/31/2026	1	24,600.00
Liberty High School	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License		07/31/2026	1	20,660.00
San Jose High School	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License		07/31/2026	1	17,340.00
Broadway High School	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License		07/31/2026	1	13,400.00
Pioneer High School	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License		07/31/2026	1	25,500.00
Abraham Lincoln High School	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License		07/31/2026	1	25,500.00

Subtotal 190,105.00
Tax Total 0.00
Total 190,105.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions. These Terms and Conditions are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

**San Jose Unified School
District**

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Ferrari Garcia
Account Executive -
ferrari.garcia@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Imagine Learning's Privacy Policy

August 15, 2024

We know you care about how your personal information is used and shared, and we take your privacy and the privacy of students seriously. We've updated our privacy policy ("Privacy Policy") so that it more accurately describes our practices. Let us know if you have any questions.

Imagine Learning LLC ("Imagine Learning", "we" or "us") is committed to protecting the privacy of students, parents, and educators, while providing students and schools with a dynamic learning and teaching environment made possible by the Internet. This Privacy Policy addresses the privacy practices of Imagine Learning. Imagine Learning's products and services are intended for ultimate use by parents, teachers and students, but only schools and school districts (together with similar purchase entities, "Local Educational Agencies" or "LEAs") may sign up for Imagine Learning. This Privacy Policy is applicable to all Imagine Learning products and services available online (the "Services").

If we intend to use or disclose members' Personal Information (as defined below) in a manner materially different from that stated at the time of collection we will send notification by email to those who have shared with us their email addresses.

What is This Policy?

WE FULLY DESCRIBE OUR PRIVACY PRACTICES BELOW IN THIS PRIVACY POLICY. THIS SUMMARY PROVIDES AN OVERVIEW OF SOME IMPORTANT INFORMATION REGARDING OUR USE AND SHARING OF YOUR INFORMATION, AND THIRD PARTIES WHO MAY SET COOKIES OR WEB BEACONS OR SIMILAR TRACKING TECHNOLOGIES WHEN YOU USE THE SERVICES. PLEASE READ THE ENTIRE PRIVACY POLICY VERY CAREFULLY. BY USING ANY SERVICE, YOU AGREE TO BE BOUND BY THIS PRIVACY POLICY IN ITS ENTIRETY.

Information Collection/How we use your information: We primarily use the information we collect when you use the Services in connection with your relationship with Imagine Learning, your use of the Services, and for sending you information from us.

Information Sharing: Remember that if you create an account or share Personal Information with other users on the Services, your information may be visible to others. However, student data will only be visible to their administrators, teachers and parents, and students cannot share data with other students. Note that we do not share your Personal Information with third parties for their marketing purposes; however, we may share your Personal Information under certain limited circumstances.

Third party analytics providers: We work with analytics service providers and other vendors to provide us with information regarding traffic on our websites or through our service (collectively referred to as "Sites"), including the pages viewed and the actions users take when visiting the Sites and to provide us with information regarding the use of the Sites.

How Are Accounts Created?

Users must create an Imagine Learning account to access certain portions of our site. The use of the Imagine Learning website is contingent on our processing of your Personal Information as set forth in this Privacy Policy. By creating an account and/or using the website, you are consenting to such practices. If you do not consent to our processing of your Personal Information as set forth in this Privacy Policy, you should not use our website.

When LEAs purchase licenses, Imagine Learning creates an organization in the product and grants administrative access to that organization through a primary account. The LEA then enrolls students and teachers/administrators into schools and classrooms and creates accounts on their behalf. When the LEA creates student accounts, they are acting on behalf of parents to give Imagine Learning permission to collect the information described in this Privacy Policy, and Imagine Learning is acting as a service provider to the LEA.

When the primary account belongs to a LEA, student accounts will be populated in coordination with that LEA. Students will then be provided login information in a manner specific to that district and in accordance with LEA policy, which may in some cases be through a LEA-wide “single sign-on” or by communicating an initial login and password to the student.

Some Services may also allow a LEA to create a parent account tied to a student account if so desired.

Consent by LEAs, Teachers, and Parents

If you are a student of any age, you must get permission from your LEA or LEA-authorized representative to use the Services.

Imagine Learning Services are not offered directly to students on any basis, and LEAs must first sign up for primary accounts, and then invite students, teachers, and parents to use Imagine Learning through the accounts they create. LEAs that have obtained licenses must provide consent on behalf of students for Imagine Learning to collect and use student data described in this Privacy Policy and opt to allow for student account creation.

What Information Does Imagine Learning Collect About Students, Teachers, and Parents?

Information shared with us: We may collect “Personal Information” (which is information that can reasonably be used, alone or in combination with other reasonably available information, to identify or contact a specific individual). Personal Information includes, but is not limited to, student data, metadata, and user content. The information that we collect from logged-in users includes information that you voluntarily provide to us when you use your account and information

that is automatically collected when you are logged into the Imagine Learning platform. The information collected depends on whether you are a teacher, LEA, parent, or student and may vary slightly from product to product. Below is a list of information collected across all our Services.

Student Account:

- Required student information
 - Student first and last name
 - Grade level
 - Language
 - Student number
 - Student username and password for our Services
 - LEA name
 - Information collected through use of our Services:
 - Assessment results and scores including academic performance and placement, psychographic information, and screening results
 - Curriculum progress
 - Student-generated content (e.g., responses to writing prompts and math journals, audio and video recordings, slide presentations, etc.)
 - Communications (such as chat text logs between students and certified teachers, grade commentary, etc.)
 - Certificates of achievement and curriculum completion
- Optional student information (Note that we will never condition a student's participation in an activity on the student's disclosure of more Personal Information than is necessary to participate in the activity)
 - Single sign-on ID (for schools that use a single sign-on functionality)
 - Demographic information (such as date of birth, gender, ethnicity/race, language)
 - Special indicators (such as Individual Education Plan (IEP) status, English-Language Learner (ELL) status, living situations (foster care/homeless), low-income status etc.)
 - Organization number (e.g., school or district identifier, state identification, or other number)
 - Photo of student
 - Student contact information such as email, phone number, and address

Teacher/Administrator Account:

- Teacher/Administrator first and last name
- Teacher/Administrator title
- Email address
- LEA name
- State
- Teacher/Administrator username and password for our Services
- Single sign-on ID (for schools that use a single sign-on functionality)

- Certificates of completion for online training

Parent Account (optional):

- Parent first and last name
- Parent contact information such as email, phone number, and address
- Parent username and password for our Services

Information collected from our marketing website: Independent of our Services used by students and teachers, we have websites limited to those browsing our marketing content. Our marketing websites collect some data, such as name and contact information, via online forms and some data via cookies and other social media trackers used on marketing pages. When you provide us with your telephone number, such as in a web form to request additional information, you consent to be contacted by SMS text message. No phone information will be shared with third parties or affiliates for marketing or promotional purposes.

Information received from third parties: Third parties may provide us with information about you. For example, if you are on a third-party website, and opt-in to receive information from us, that third party will forward information to us so that we may contact you as requested. Any personal information received from these third parties will be handled in accordance with this Privacy Policy and our agreements with these parties. We sometimes combine information we receive from third parties with the personal information we collect through the Services. Any such combined information will be treated as Personal Information in accordance with this Privacy Policy.

Information we collect automatically: In every case we also log certain detailed technical information about all users' interactions with our Services that could be linked with users (including students). This includes the IP addresses that we get when users connect to our Services, information that is sent by web browsers automatically when they connect to our Services (such as the type of web browser, the operating system used and the time zone set on the user's computer), and the timing and frequency of how users interact with different content and different areas of our Sites.

We use following methods and tools to collect and track the automatically collected information described above:

- **Cookies:** Like many other websites and apps, we set cookies so that we may recognize when someone connecting to our Sites is currently logged in or has visited before. A cookie is a data file sent to a browser from a web server and stored on the user's computer's hard drive that allows us to recognize that browser when the user returns to our Sites. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your browser, or visit <http://www.allaboutcookies.org>.
- **How we respond to Do Not Track signals:** Please note that your browser setting may allow you to automatically transmit a "Do Not Track" (DNT) signal to websites and online service you visit. DNT is a privacy preference users can set in certain web browsers to inform websites and services that they do not want certain information about their

webpage visits collected over time and across websites or online services. However, we do not recognize or respond to browser-initiated DNT signals, as the internet industry is still working to determine what DNT means, how to comply with DNT, and how to create a common approach to responding to DNT. To find out more about "Do Not Track", please visit <http://www.allaboutdnt.com>.

Like most online services, when you use the Services, we automatically collect and store details of how you used our service, such as your activity on the Services, and the frequency and duration of your visits.

By using our Services you agree to our use of these information collection technologies.

De-identified and Aggregate Data

We frequently aggregate information in a way that is designed to make it impracticable to use that data to identify a particular person. We also sometimes maintain individual data records with personal identifiers removed in a manner that is impracticable to relink it to any specific individual. In this Privacy Policy, we refer to such data as "De-Identified Data" and do not consider it to be Personal Information. We do not attempt to re-identify information that has been de-identified.

What Student Information Can Other Users See?

When the primary account belongs to a LEA, the account administrator designated by the LEA can access all information we collect about students that we make available through our websites and online services. LEA-designated administrators can delegate the right to view student information in accordance with LEA policy. Each teacher within that LEA can see only information relating to students' participation in classes taught by that teacher (unless granted additional access by the LEA account administrator).

Some Services may allow a LEA to create a parent account tied to a student account if so desired. Parents may view student information only for the student accounts to which they've been linked.

What Does Imagine Learning Do With Personal Information?

We will not share Personal Information we collect in any way not described by this Privacy Policy. Except as noted below, we do not share any Personal Information with third parties for advertising, marketing, or other purposes. There is no third-party advertising on Imagine Learning. We do not amass student profiles except in the furtherance of school purposes. We do not ask or require students to provide information beyond that which is reasonably necessary to provide the Services. Except in limited instances to provide support services under an agreement,

we do not share any student login information with any third party, and we do not automatically collect Personal Information from student accounts. Information collected from students is never used or disclosed for any third-party advertising or any kind of behaviorally targeted advertising. We do not market to or survey students; however, students may choose to provide ratings and other feedback about their experience with learning activities. LEA staff may be invited to provide feedback about their experiences, but participation is never required. Students are occasionally asked to provide feedback on their enjoyment level of various aspects of the Services.

We do collect website usage information through third-party analytics services and anonymized data to help us improve our experiences for students, but such information does not contain Personal Information. We also collect website usage information through third-party analytics services for non-student users to support product support and development.

We use Personal Information and any other information collected through the website for the following reasons:

- to administer the Services;
- to improve the quality and types of services that we deliver;
- to analyze usage of the Services and the popularity and performance of our Sites;
- to communicate with parents, teachers and LEAs by responding to your requests, comments and questions;
- to track and assess student development and progress;
- to generate reports that allow parents, teachers, and other authorized persons to evaluate student progress, identify students who need intervention, and discover students who can be taught together as a group;
- to diagnose technical problems;
- to email parents, teachers, and other authorized persons regarding service, technical and other administrative matters. These communications may also include information regarding changes in services, new service offerings and important service-related notices, such as security and fraud notices. Such communications will only be delivered to parents, teachers and LEAs and will never be delivered to student users;
- to send users alerts to notify them about pertinent activity on our Services, such as messages from colleagues or upcoming assignments (“Notification Alerts”). These Notification Alerts may be sent to all users of our Services, including students;
- to provide useful analyses to users and primary account owners;
- to conduct research and analytics to improve our Services and value to you, and to perform research for authorized persons;
- to protect Imagine Learning and our users, such as conducting audits or notifying LEAs of inappropriate or potentially harmful behavior;
- to assist students who request online help from our state-certified, security-cleared teachers who are employed by Imagine Learning to provide individualized instruction;
- to monitor students over audio or video during an assessment (i.e., online proctoring), when authorized by the LEA;
- For safety and security reasons against malicious or illegal activities;
- for other educational purposes requested and sanctioned by an authorized representative of the LEA;

- for billing, account management, and other administrative matters;
- to comply with a judicial order, subpoena or other legal request; or
- as required by applicable law or regulation.

Third Parties

How We Share Information

We use third-party service providers to provide a variety of services, such as assisting us with providing customer support, hosting our Services, providing us with analytics about how people use our Services, assisting us with marketing our Services to LEA administrators and teachers, sending and tracking responses to email, providing a framework for the delivery of assessment tools and analytics, storing data, providing single sign-on services (where applicable), and helping us identify and track bugs and errors in our Services. Student analytics data are anonymous, but teacher analytics data include teacher name and email address. Third parties we work with are contractually prohibited from using any Personal Information for any purpose other than providing the services we request from them.

We will not sell Personal Information to anyone for monetary compensation. However, we do share Personal Information that could be considered a 'sale' under the California Consumer Privacy Act such as in connection with the sale of Imagine Learning's equity or assets or a merger of Imagine Learning with another company. Any sale or merger would be conditioned so that such information will continue to be covered by the then-applicable Privacy Policy or a policy at least as robust as such Privacy Policy.

When a LEA is the primary account holder, we share information with third parties at the direction of the LEA, and it is the LEA's responsibility to make such requests in a manner that is consistent with their internal policies and the law. We may also share information that we collect in the following (or comparable) circumstances:

- if we believe in good faith that it is necessary to disclose the information under any applicable law or regulation (for example, in response to a court order or a subpoena);
- if we believe in good faith that it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person;
- to investigate and act upon potential violations of the law or of our terms of service;
- to provide information to a claimed owner of intellectual property who claims that content you have provided infringes on their rights;
- in response to bankruptcy proceedings;
- with teachers (and parents where necessary) so they can see information about their students or children, such as the student's or child's name, school affiliation and activity on assignments (including time of activity and any responses to questions, extending to grades for those assignments);
- when any user logs into Imagine Learning with a third-party account (such as a ClassLink, Clever, Google or other Learning Management System account), that third party will learn that

that user has visited Imagine Learning, and that information will be subject to that third party's privacy policy and practices;

- with third-party products specifically configured by LEAs to interoperate with Imagine Learning;
- if the information is De-Identified Data;
- with our corporate affiliates, parents, and/or subsidiaries; or
- in other circumstances that you expressly consent to.

When logged into our Services, users may choose to interact with Google APIs to submit assignments to our learning management system. For example, users may log into their Google Drive account to select files they wish to upload to the Services as work products. As another example, LEAs may choose to integrate our Services with Google Classroom, linking students from our Services to their corresponding account in Google Classroom. If configured by the LEA, this can make it easier for students to login to the Services (i.e., Single Sign-On) without entering another username and password. This may also allow scores and grades from our Services to be automatically passed back to Google Classroom, making it easier for teachers to create and assign work, manage scores, and streamline reporting. Imagine Learning' use and transfer to any other app of information received from Google APIs will adhere to [Google API Services User Data Policy](#), including the **Limited Use** requirements.

If there are changes to this Privacy Policy in the future, LEAs, teachers, and parents may agree to those changes through continued use of the Services or choose to stop using Imagine Learning and we will delete their information and the information about their students.

Artificial Intelligence

Imagine Learning is committed to responsible use of Artificial Intelligence ("AI") within our Services. We take the following steps to protect Personal Information with regards to AI:

- **De-Identification:** Where appropriate, Personal Information is de-identified before it is shared with AI services;
- **Data Minimization:** When Personal Information cannot be de-identified, only the minimum amount of data is shared and only for uses described in this policy;
- **Authorized Third Party Service Providers:** Personal Information is only shared with authorized third-party service providers with data protection agreements that contain strong privacy and security requirements;
- **AI Training:** We don't use your Personal Information to train AI, however we may use aggregated or de-identified data to improve AI services.

Examples of how AI may be used in our Services include:

- Assisting an educator with developing instructional content personalized for specific classroom needs
- Analyzing student writing for common mistakes to assist and provide customized feedback to teachers and/or students
- Summarizing and identifying trends in student performance and growth indicators to help educators know where to focus their instruction
- Identifying potential academic integrity issues and alerting an educator

- Providing tutor-like chat support for a student struggling with a concept
- Chat bot customer support for teachers using our Services

Third Party Content, Links to Other Sites, and Imagine Learning Content Found Outside the Site

Certain content provided through the Services may be hosted and served by third parties. In addition, our Services includes some links to third party sites or content over which Imagine Learning has no control and which are governed by the privacy policies and business practices of those third parties. We are not responsible for the data collection practices on those other sites. We advise you to carefully review those sites' privacy policies before submitting Personal Information there.

Please also note that Imagine Learning content may be included on web pages and websites that are not associated with us and over which we have no control. These third parties may independently collect data. Imagine Learning is not responsible or liable for the privacy practices or business practices of any third party.

Access through a Mobile Device

If you use our Services through a mobile device or one of our mobile applications, you agree that Imagine Learning may store and use that information for security purposes (for example, for user verification or authentication and to ensure that our APIs are being used appropriately.)

Students may have the option to log in with a QR code from their teacher. Scanning the QR code requires use of camera. All the processing happens through the LEA. No video is transmitted or stored on our servers. Students may be able to record themselves use the device's microphone during certain educational activities. These recordings are processed and stored on our servers. Permission is obtained prior to access to the device's camera or microphone.

Children's Information

Protecting the privacy of young children is especially important to Imagine Learning. For that reason, we created certain features designed to help protect Personal Information relating to children who are less than 13 years of age (or higher age if required by applicable law) ("Child Users").

The Children's Online Privacy Protection Act ("COPPA") requires that all online service providers, including Imagine Learning, obtain parental consent before knowingly collecting personally identifiable information from children under the age of 13. Imagine Learning does not knowingly collect or solicit any personally identifiable information from children under the age of 13, and instead relies upon information provided to Imagine Learning by the account holder. Children under the age of 13 are prohibited from using the Services or creating an account unless they are doing so with parental consent or with the consent of an account holder who is providing such consent in compliance with COPPA. If we learn that we have collected personal information from a person under the age of 13 that does not comply with COPPA, we will delete that information in a reasonably prudent amount of time. If you believe that a child under the age of 13 has provided



personally identifiable information to us without appropriate consent, please contact us at privacy@imaginelearning.com.

How does a child register and use the Services?

Child Users cannot obtain a user account without it being created by a teacher or other LEA-authorized representative.

What children's information is visible to others?

No student's profile is made available or visible to the public through Imagine Learning. If a teacher utilizes certain features on a device in the classroom, other students may be able to view information that is displayed by the teacher in the classroom, but students can't view each other's individual student profiles.

Parents: To review your child's user data you must request the information from your child's teacher. Some Services may allow a LEA to create a parent account tied to their respective students. In such cases, a parent may access their child's information through the parent account.

Our Security Practices

We strive to protect the confidentiality, security, and integrity of the Personal Information we collect from children and adults. We have put in place physical, electronic, and administrative procedures designed to safeguard and to help prevent unauthorized access to and maintain the security of personally identifiable information collected through our Services.

All accounts are protected by passwords. Please keep these passwords secret to prevent unauthorized access to these accounts. If you think someone has gained unauthorized access to an account please change your password and contact us immediately.

We take customary and reasonable measures designed to protect the confidentiality, security, and integrity of Personal Information collected on our Services, both during transmission and within our systems. Such protections include, but are not limited to:

- **Data encryption and storage:** Data is encrypted in transit (SSL/TLS) and at rest. Personal Information is stored and processed within the continental United States.
- **Access:** Access to Personal Information is restricted to a limited number of Imagine Learning employees who need such access to perform their job.
- **Data Systems Monitoring:** We employ several third-party services that continuously monitor and scan our Services for vulnerabilities. Employees dedicated to operating the Services monitor these reports and receive automated alerts when performance falls outside of prescribed norms.
- **Incident Response Plan:** Imagine Learning maintains an incident response plan.
- **Firewalls:** Anti-virus software and firewalls are installed and configured to prevent malicious or unauthorized traffic.
- **Security audits:** Imagine Learning conducts security audits and code reviews, both by external and internal providers.

- **Employee training:** Imagine Learning has designated privacy and data security officials to oversee employee security training and compliance.

Data Breach or Security Incident

While we have taken customary and reasonable steps to protect the Personal Information we collect, no system is 100% fail-proof and secure.

In the event that Imagine Learning becomes aware of a data breach impacting your Personal Information, we will provide notification in compliance with all applicable laws and our contracts with LEAs. For example, we may post a notice on our landing page or elsewhere on our Services and may send an email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

Imagine Learning has procedures in place that are designed to stop threats that may expose Personal Information, restore the Sites to full functionality, and document and take proactive steps to ensure the incident cannot be repeated. Imagine Learning will also preserve necessary evidence for investigation by security professionals and law enforcement as appropriate. In the unlikely event of an unauthorized disclosure of records, Imagine Learning will follow its internal procedures, that articulate how to report the problem to internal and external stakeholders. The notification process includes any information that can identify which customers and students may have been impacted, the data that may have been accessed, Imagine Learning's process to inform affected customers, and steps to prevent the incident from happening again as appropriate.

In the unlikely event of an unauthorized disclosure of Data, Imagine Learning has implemented a process for responding to incidents and notifying affected individuals and, if applicable, law enforcement personnel.

If you have any questions about security on our Services, you can email us by clicking [here](#) or emailing privacy@imaginelearning.com directly.

Your Choices Related to Your Privacy

In order to process your information, we rely on your consent or our legitimate interests to process your data. You may withdraw your consent or object to the use of our information at any time, but you may no longer be able to access our Services.

Communications from Imagine Learning

Imagine Learning may send you information by email or may post notices on the Imagine Learning homepage (<https://imaginelearning.com>).

You may choose to stop receiving certain emails from Imagine Learning by using the unsubscribe button at the bottom of the Imagine Learning email. You may still receive transactional emails from us related to forgotten passwords, account expiration, or other necessary communication. However, we reserve the right to send you information on our behalf and on behalf of third parties in connection with providing our Services. If you no longer want to receive information from us, you will need to close your account.



How You Can Delete or Correct Student Information or an Account

When LEAs create accounts for students, teachers, and parents, the LEA remains the sole owner of the educational data. All requests to review, delete or correct student or teacher information should be directed to the LEA. If we receive a request to delete or correct a user's data from a student, parent, or guardian, we will route such request to the LEA and will assist the LEA as needed to respond to authorized requests within a reasonable time frame and in compliance with applicable laws and regulations.

If a LEA requests deletion of data under the control of the LEA, we will promptly delete it, subject to any legal requirement to retain or transfer that data. Note that even following such deletion requests we may store secure backups until they are deleted in accordance with our document retention policy. We may also preserve information as part of an investigation into violations of the law or our terms of use.

Please note that any information you share with others on the website or content other users may have copied is not a part of your account and may not be deleted when you delete your account. If we share your data with one of our service providers, we will use our best efforts to cause such third party to delete such data when you delete your account.

How We Retain and Delete Your Data

Upon termination of your account, Imagine Learning will take commercially reasonable steps to delete any Personal Information from its live databases in a reasonable amount of time. We will retain Personal Information collected in connection with an account only for as long as is necessary to provide the services to the account holder, as required by applicable laws or regulations or otherwise per the terms or a contract with a LEA.

Data may be returned to the LEA as directed by the agreement with the LEA. If no specific instructions are included in the agreement, the data will be returned or destroyed upon one of the following (i) after termination of our relationship with a LEA or LEA-authorized person, (ii) when it is no longer needed for the purpose for which it was provided, (iii) when advised to do so by the LEA, or (iv) as directed by agreement with the LEA. Data are returned in a digital, machine-readable format via a secure means of transmission.

We may further retain information for business practices based on our legitimate interest or legal purposes, such as secure electronic archives that are not readily accessible to users or maintained for disaster recovery and/or information technology backups. We may also maintain De-Identified Data, including usage data, for any purpose that is consistent with laws, regulations, and contractual obligations.

Even if your account is closed, information may remain in backup or archive records and we may retain certain data relevant to preventing fraud or future abuse or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable or De-Identified Data, account recovery, or if required by law. All retained data will continue to be subject to the applicable privacy policy for the Service.



Users in California & Other U.S. States

Under some U.S. state laws, including the California Privacy Act of 2018 (as amended by the California Privacy Rights Act) (“CCPA”) residents may have certain privacy rights.

Your Privacy Rights

In certain circumstances, you have the following data protection rights:

- **Information:** You can request the following information about how we have collected and used your or your child’s Personal Information during the past 12 months:
 - The categories of Personal Information that we have collected.
 - The categories of sources from which we collected Personal Information.
 - The business or commercial purpose for collecting and/or sharing Personal Information.
 - The categories of third parties with whom we share Personal Information.
 - Whether we have disclosed your Personal Information for a business purpose, and if so, the categories of Personal Information received by each category of third-party recipient.
 - Whether we’ve sold your Personal Information, and if so, the categories of Personal Information received by each category of third-party recipient.
- **Access:** You can request a copy of the Personal Information that we have collected about you during the past 12 months.
- **Correct:** You can request we correct any inaccurate Personal Information we have collected about you, taking into account the nature of and the purpose for processing the Personal Information.
- **Deletion:** You can ask us to delete the Personal Information that we have collected from you. We will take reasonable measures to comply with a verifiable request, except when use of the Personal Information is necessary to comply with a legal obligation or for a legitimate business need permitted under applicable law.
- **Opt-out of sales:** We do not sell Personal Information. If we plan to sell Personal Information, you will be notified and you can opt-out.
- **Out-out of sharing:** You have the right to opt-out of sharing of your Personal Information for cross-context behavioral advertising.
- **Nondiscrimination:** You are entitled to exercise the rights described above free from discrimination in the form of legally prohibited increases in the price or decreases in the quality of our Services.
- **Appeal:** Some states provide additional rights to their residents. If we decline to process your request, you may have the right to appeal our decision.

How to Exercise Your Rights

You may exercise your privacy rights described above as follows:

- Emailing privacy@imaginelearning.com
- Mailing Imagine Learning’s Privacy Office at 100 S. Mill Ave. #1700, Tempe, AZ 85281.

Users Outside the United States

Consent to Transfer

The Services are operated in the United States. If you are located outside of the United States, please be aware that information we collect will be transferred to and processed in the United States. By using the Services, or providing us with any information, you fully understand and unambiguously consent to this transfer, processing, and storage of your information in the United States, a jurisdiction in which the privacy laws may not be as comprehensive as those in the country where you reside and/or are a citizen.

Important Information for Users in the European Economic Area

The following information only applies to users in the European Economic Area (EEA), provided that we are the controller of your Personal Information as described below.

Controller

If you use the Services through your employer, school, or another organization, that organization is the controller of your Personal Information. All questions or requests regarding your rights under European data protection legislation (including the rights described under Your rights below) or the processing of your Personal Information should be directed to the organization. Imagine Learning is the organization’s processor and uses your Personal Information only as instructed by the organization and to the extent necessary to comply with applicable law.

If you do not use the Services through an organization, Imagine Learning is the controller of your Personal Information and can be reached using the contact details in “For More Information” section below.

Legal bases for processing

We process your Personal Information on the following legal bases:

Processing purpose	Legal basis
<i>To provide the Services.</i>	Processing is necessary to perform the contract governing our provision of the Services or to take steps that you request prior to requesting the Services.
<i>To operate the websites. To send marketing communications. To create anonymous data for analytics. For compliance, fraud prevention, and safety.</i>	These processing activities constitute our legitimate interests. We consider and balance the potential impact on our rights before we process your Personal Information for our legitimate interests. We do not use your Personal Information for activities where your data protection interests override these legitimate interests (unless we have your

	consent or are otherwise required or permitted to by law).
<i>To comply with law.</i>	Processing is necessary to comply with our legal obligations.
<i>With your consent.</i>	Processing is based on your consent. Where we rely on your consent you have the right to withdraw it anytime in the manner indicated at the time consent is requested.

Cross-border data transfer

Whenever we transfer your Personal Information out of the European Economic Area (“EEA”) to countries not deemed by the European Commission to provide an adequate level of personal information protection, the transfer will be based on safeguards that allow us to conduct the transfer in accordance with the EEA’s data protection laws. Such safeguards may include applying the European Commission model contracts for the transfer of Personal Information to third countries described [here](#). Please contact us for further information about any such transfers or the specific safeguards applied.

Your rights

You may ask us to take the following actions in relation to your Personal Information that we hold:

- **Access:** Provide you with information about our processing of your Personal Information and give you access to your Personal Information.
- **Correct:** Update or correct inaccuracies in your Personal Information.
- **Delete:** Delete your Personal Information.
- **Transfer.** Transfer a machine-readable copy of your Personal Information to you or a third party of your choice.
- **Restrict:** Restrict the processing of your Personal Information.
- **Object:** Object to our reliance on our legitimate interests as the legal basis of our processing your Personal Information, where that processing adversely impacts your legal rights.

You may send us these requests by contacting us at privacy@imaginelearning.com. We may request information from you to help us confirm your identity and process your request. Applicable law may require or permit us to reject part or all of your request. If we reject your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of your Personal Information or response to your requests regarding your Personal Information, you may contact us or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator [here](#).

Retention

We will only retain your Personal Information for as long as necessary to fulfil the purposes we collected it for, including to continue providing our Services to LEAs you sent information to and for the purposes of archiving and satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal information we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized

use or disclosure of your Personal Information, the purposes for which we process your Personal Information and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances we may anonymize your Personal Information (so that it can no longer be associated with you) in which case we may use this information indefinitely without further notice to you.

Notice of Changes to This Policy

We may occasionally update this Privacy Policy. You can see when it was last updated by looking at the new effective date at the top of this page.

If we make any significant changes, we'll post them prominently on our website 30 days prior to their effective date. Your continued use of the Services after a revision to the Privacy Policy indicates your acceptance and agreement to the current Privacy Policy. We recommend that you periodically review the Privacy Policy to make sure you understand and are up to date on how we are keeping your information safe.

Our Privacy Policy was last updated and is effective as of August 15, 2024.

For More Information

If you have any questions or comments regarding our Privacy Policy or our practices, please contact us at privacy@imaginelearning.com.



San José
Unified
School District

CERTIFICATION TO BE COMPLETED BY IMAGINE LEARNING (“CONTRACTOR”)

THE UNDERSIGNED EXECUTES THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following: **All Imagine Learning employees are subject to this prior to employment**

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee:

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") or are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
 - Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Imagine Learning LLC

Date: 5/5/2025

Signature:  Signed by:
692D07BC1CB64C0...

Leslie Curtis
EVP, Chief Administrative Officer