



Liberty Common School

1725 Sharp Point Dr. Fort Collins, CO 80525

Liberty Common High School

2745 Minnesota Dr. Fort Collins, CO 80525

EXHIBIT A

CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM

This Confidentiality Addendum (“Addendum”) is hereby incorporated into any Agreement between Liberty Common School (LCS) and *ExploreLearning, LLC* (Contractor). Attached after the Addendum is the referenced Agreement. This Addendum is part of the Contract between LCS and the Contractor.

RECITALS

- A. LCS wishes to disclose certain information to Contractor pursuant to the work being performed by Contractor, some of which may constitute Student Personally Identifiable Information (PII) (defined below).
- B. LCS and Contractor intend to protect the privacy and provide for the security of Student PII (PII) disclosed to Contractor pursuant to this Contract. Contractor shall adhere to 22-16-101 *et. al.*, C.R.S.; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.

The parties agree as follows:

A. Definitions

- 1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

2. "Destroy" refers to data destruction, and means to remove Student PII from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with governing law and current industry standards, so that the Student PII is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.
3. "Incident" means an accidental or deliberate activity that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a LCS system or Student PII regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a LCS system for the processing or storage of data; (iv) a material breach of the Contract that involves the misuse or unauthorized release of Student PII; or (v) changes to LCS system hardware, firmware, or software characteristics without LCS's knowledge, instruction, or consent.
4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of LCS; and collects, maintains, or uses Student PII. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.
5. "School Service Contract Provider (Contractor)" means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with LCS to provide a School Service.
6. "Student PII" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Contract Provider. PII also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
7. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations. LCS understands that Contractor will rely on one or more subcontractors to perform services under this Agreement. Contractor agrees that all subcontractors, and any successor entities, will be subject to state and federal laws and to the terms of the Agreement, and any data disclosed to subcontractors shall be revealed to LCS upon request.

8. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.
9. "Data" means all Student PII and other non-public information. Data may not be used for any purposes other than the specific purposes outlined in this Agreement.

B. General Provisions

1. LCS reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, PII, and all related data and content.
2. Contractor shall comply with all laws and regulations concerning confidentiality of PII.
3. Contractor shall immediately forward to LCS's principal representative any request or demand from a third party for PII in the possession of Contractor.
4. Upon request of LCS, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Addendum by LCS or by a LCS approved delegate.
5. Contractor shall send LCS a written notice, which includes a clear explanation of the proposed changes prior to making a material change to Contractor's privacy policies. Contractor shall require LCS's informed consent before any new privacy policies are implemented.

C. Subcontractors

1. Contractor shall not use a Subcontractor or disclose PII to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.
2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of PII, Contractor acknowledges that LCS may terminate the contract with Contractor.
3. Upon discovering the misuse or unauthorized release of PII held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify LCS within one calendar day, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.
4. No later than thirty (30) days after the signing of this Contract, upon request of LCS, Contractor will provide LCS information detailing the purpose and the scope of the

contract between the Contractor and all Subcontractors and the types and uses of PII that Subcontractor(s) holds under the Contract between the Contractor and Subcontractor(s).

5. Contractor shall not maintain or forward PII to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Addendum.

D. End of Agreement

1. Should Contractor not comply with the requirements of this Addendum and that non-compliance results in the misuse or unauthorized release of PII by the Contractor, LCS may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-107 (2)(a).
2. Upon request by LCS made before or within thirty (30) calendar days after termination of the Contract, Contractor shall make available to LCS a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all PII, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.
3. In compliance with the prescriptions of C.R.S. 22-16-110 (3), following the termination of this Contract, Contractor shall, within thirty (30) calendar days, Destroy all PII and data collected, generated, or inferred as a result of this Contract. The Contractor shall notify LCS of the date upon which all PII is Destroyed.
4. LCS retains the right to use the established operational services to access and retrieve PII stored on Contractor's infrastructure at its sole discretion.

E. Use

1. In compliance with C.R.S. 22-16-109 (1)(a), the Contractor shall not use or share PII beyond the purposes set forth as follows:
 - a. To only carry out the Contractor's responsibilities listed in Exhibit A, Statement of Work.
 - b. [Vendor to insert any services involving PII and the purposes for using PII].
2. In the event the Contract requires Contractor to store, process or transfer PII, Contractor shall store, process, and transfer PII only in or to facilities located within the United States.
3. During the term of this Contract, if LCS requests the destruction of a student's PII collected, generated or inferred as a result of this Contract, the Contractor shall Destroy the information within five calendar days after the date of the request unless:

- a. The Contractor obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's PII; or
 - b. The student has transferred to another public education entity and the receiving public education entity has requested that the Contractor retain the student's PII.
4. If Contractor seeks to share or publicly release PII without complying with the requirements of this Addendum for Subcontractors, Contractor must de-identify or aggregate the PII prior to providing that information to a third party or releasing the data publicly. For data that is de-identified or aggregate, the following requirements apply:
- a. PII that must be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
 - b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
 - c. Contractor shall de-identify data to remove cumulative re-identification risks.
 - d. Contractor shall remove all PII that in conjunction with previous data releases and other reasonably available information, including publicly available directory information and de-identified data releases from education records and other sources would allow for identification of a particular student.
 - e. Contractor shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. Contractor shall, at the request of LCS, provide LCS with a document that lists the steps and methods the Contractor shall use to de-identify the information.
 - f. Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Addendum for subcontractors or publicly released will be considered an Incident, misuse of PII, or unauthorized disclosure of PII.

F. Incident

1. If Contractor becomes aware of an Incident, misuse of PII, or unauthorized disclosure involving any PII, it shall notify LCS within one (1) calendar day and cooperate with LCS regarding recovery, remediation, and the necessity to involve law enforcement, if any.
2. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

3. Contractor shall determine the cause of an Incident and produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to LCS within ten (10) calendar days of notifying LCS of an Incident. LCS reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, LCS, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse LCS for the reasonable costs thereof.
4. Disclosure of PII by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, LCS, or their respective agents. Contractor shall indemnify, save, and hold harmless LCS, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Addendum. Notwithstanding any other provision of this Contract, Contractor shall be liable to LCS for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.
5. In the event of an Incident, Contractor shall provide LCS or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

G. Disallowed Activities

A Contractor that uses, creates, or acquires PII shall not knowingly engage in any of the following activities:

1. Contractor shall not collect, use or share PII for any purpose not specifically authorized by the Contract. Contractor may use PII for a purpose not strictly authorized by the Contract only with the written consent of LCS and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.
2. Contractor shall not use PII in a manner or disclose PII to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Section G.
3. Contractor may use PII in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using PII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:
 - a. To ensure legal or regulatory compliance or to take precautions against liability.
 - b. To respond or to participate in the judicial process.
 - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.

d. To investigate a matter related to public safety.

If Contractor uses or discloses PII in accordance with Section G.3., Contractor shall notify LCS within two (2) calendar days of the use or disclosure of the PII.

4. Contractor shall not sell PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
5. Contractor shall not use or share PII with any party for the purposes of Targeted Advertising to students.
6. Contractor shall not use PII to create a personal profile of a student other than for supporting the purposes authorized by LCS or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

H. Data Security

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. At a minimum, the information security program shall include the requirements listed in this Section H – Data Security.
2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall take full responsibility for the security of all PII in its possession, and shall hold LCS harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Contractor shall provide for the security of such PII, in a form acceptable to LCS, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
3. Contractor shall provide LCS or its designated representatives with access, subject to Contractor's reasonable access security requirements, for the purpose of inspecting and monitoring access and use of PII, maintaining LCS systems, and evaluating physical and logical security control effectiveness.
4. Contractor shall perform, in a form reasonably acceptable to LCS, current background checks on all of its respective employees and agents performing services or having access to PII provided under this Contract. The background checks must include, but are not limited to the following areas: County, State, National and Federal Criminal Records and a Sex Offender Registry Search. A background check performed within thirty (30) calendar days prior to the date such employee or agent begins performance or obtains access to PII shall be deemed to be current.

5. Contractor shall have strong access controls in place.
6. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.
7. Contractor shall protect all PII with a complex password. Contractor shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords must not be written down or stored in an unsecure location. Contractor shall periodically change passwords and shall ensure passwords are not reused. Contractor shall have password locks for laptops and mobile devices.
8. Contractor shall disable and/or immediately delete unused and terminated user accounts. Contractor shall periodically assess account inactivity for potential stale accounts.
9. Contractor shall not share PII on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
10. Contractor shall implement annual intrusion penetration/vulnerability testing.
11. Contractor will encrypt PII in transit and PII at rest on central computing systems. Contractor shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.
12. Contractor shall provide annual, mandatory security awareness and PII handling training for all of its employees/independent contractors handling PII pursuant to this Contract.
13. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
14. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit PII. Contractor shall never send PII via email or transport PII on removable media.
15. Contractor shall have physical security in buildings housing PII, along with controlled physical access to buildings and/or data centers.
16. Contractor's devices used to copy or scan hard copies of PII must have encrypted storage. Contractor shall scrub storage devices when equipment is retired. Hard copies containing PII are discouraged and must be physically secured, not left unattended, and physically Destroyed.
17. Contractor shall protect PII stored in cloud-based systems in the same manner as local PII. Use of free cloud based services is prohibited. Contractor shall use secondary

encryption to protect PII in cloud storage. Cloud environments, when employed by Contractor, must be fully documented by Contractor and open to LCS inspection and verification. Access to Contractor's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

I. Transparency Requirements

1. Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request from a local education provider or from LCS.
2. Contractor acknowledges that LCS will post this Contract to LCS's website.
3. Contractor shall provide transparency to parents, school districts and the public about its collection and use of PII including posting the following information on its public website:
 - a. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of PII by Contractor.
 - b. An explanation of how the PII will be shared with Subcontractors or disclosed to any third party or successor entities.
 - c. The types of PII that are collected, generated, or used by the Contractor. This information must include all PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.
 - d. An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used.

Contractor shall update this information on its website as necessary to maintain accuracy.

4. Contractor shall, upon request from LCS, provide the names of Subcontractors, data elements accessible by Subcontractors, and Subcontractors use or planned use of sharing PII.

J. Exclusions:

This Addendum does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.
2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.
3. Limit internet service providers from providing internet connectivity to public schools

or to students and their families.

4. Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.
5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.

K. This Addendum does not prohibit Contractor's use of PII to:

1. Use adaptive learning or design personalized or customized education, so long as Contractor has agreed to the transparency requirements of this Agreement.
2. Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.
3. Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.
4. Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.
5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.
6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to LCS, students, parents, or individuals authorized by parents.
7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that LCS is relying on their representations to that effect.

CONTRACTOR

By: Julia M. Given
Name of Authorized Individual

Title: VP, Finance
Official title of Authorized Individual



*Signature
Date: 6/26/19

LCS

By: William Kranz
Name of Authorized Individual

Title: Director of IT
Official title of Authorized Individual



*Signature
Date: 6/20/2019

Exhibit B

Terms and Conditions of Use

Please read these terms and conditions carefully before activating your ExploreLearning Gizmos account.

Gizmos are [certified](#) COPPA, FERPA, and CSPC compliant.

By creating an account or subscribing to ExploreLearning.com, you agree to the terms and conditions of use set forth below.

This Agreement is a legal document that governs the terms and conditions of your subscription to ExploreLearning.com. Please read this Agreement carefully. By activating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use ExploreLearning Gizmos. ExploreLearning reserves the right to change these terms and conditions at any time.

ExploreLearning Gizmos are offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

Registering and Using ExploreLearning

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Website, you need to obtain a pass code (consisting of a username and a password). Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

Pass codes that have been issued to learning institutions or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers may share their access codes with their, spouse, children or grandchildren ("Immediate Family") only. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Website.

Using Your Account

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You will notify us of any known or suspected

unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to support@ExploreLearning.com.

Browsers, Equipment and Accessibility

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to ExploreLearning's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the ExploreLearning website.

ExploreLearning shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to ExploreLearning's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, ExploreLearning and its affiliates will be excused from such delay or performance.

Communications Authorities

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. ExploreLearning (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and ExploreLearning caused by the failure for any reason of any communications facilities which User or ExploreLearning (or any of affiliate) has contracted from any public communications authority or private communications carrier.

Billing Policies

1. All subscriptions must be pre-paid annually.
2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
 - o Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
 - o Credit Card Billing: ExploreLearning will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to ExploreLearning for any reason, including charge back, ExploreLearning reserves the right to either suspend or terminate your access and account, thereby terminating this

- Agreement and all obligations of ExploreLearning hereunder, and thereafter to collect any amount due.
- Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
 - Wire Transfers: Call (866) 882-4141 option 2 or e-mail support@ExploreLearning.com for more information
3. Revision of Subscription Fees. ExploreLearning reserves the right to change the amount of, or basis for determining, any fees or charges for the ExploreLearning service, and to institute new fees or charges effective upon prior notice, by posting such changes on the ExploreLearning site, and by sending e-mails to Users.
 4. Account Termination. Purchasers may terminate accounts at any time by sending a signed request to ExploreLearning via e-mail sales@ExploreLearning.com , fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.
 5. Refund Policy. We take great pride in supplying a quality product at a reasonable price. In general, it is our policy to provide a refund for anyone who has been unable to use the site. A refund must be requested in writing within 30 days of purchase of your account and the account cannot have been accessed numerous times. Email a refund request to sales@ExploreLearning.com or fax a request to (877) 829-3039. Please include the username, full name of subscriber, product, and reason you are requesting a refund. We will not be able to refund a license after 30 days, or for an account with heavy usage, except for problems accessing the service. Refunds will be issued according to the original payment method.

Billing Security

All communication between our servers, the acquiring bank, and the issuing bank are encrypted to assure server authenticity and invulnerability to man-in-the-middle attacks.

Administering the Service

ExploreLearning may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site or by sending e-mails to Users. You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

Posting Material by Users

ExploreLearning may permit its Users to post materials on the Website. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. ExploreLearning reserves the right to suspend or terminate any screen name it reasonably believes is being used by an adult, is being used for commercial purposes, or is otherwise in violation of this Agreement.

By uploading materials to any message boards, lesson plans or other posting areas, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the World. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

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DISCLAIMER OF WARRANTIES

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Miscellaneous

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

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. ExploreLearning makes no representation that materials on ExploreLearning are appropriate or available for use in all locations. Those who choose to access ExploreLearning do so on their own initiative and are responsible for

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The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

ExploreLearning may assign its rights and obligations under this Agreement and upon such assignment ExploreLearning may be relieved of any further obligation hereunder. You represent to ExploreLearning that you have the authority to subscribe to and/or use ExploreLearning according to the terms and conditions of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Acceptance

By using and/or subscribing to the Service, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit ExploreLearning to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

Questions

If you have any questions about this Agreement, please email us at: support@ExploreLearning.com .

Exhibit C

Privacy Statement for ExploreLearning Data Management System

ExploreLearning is committed to protecting your online privacy. Gizmos are [certified](#) COPPA, FERPA, and CSPC compliant.

This site provides you with access to ExploreLearning's Data Management System. This system is an integral component of ExploreLearning's curriculum products and provides valuable reporting, instructional recommendations, and other resources used by teachers and other instructional leaders in conjunction with ExploreLearning's curriculum with the goal of improving student performance.

This statement describes the privacy and security practices ExploreLearning employs for this site. We have adopted these practices to protect you, the students, and the school district, and to enable each of us to comply with applicable legal requirements. Use of this site requires district acceptance of the practices outlined in this statement.

Two types of personally identifiable information are used on this site: your personal data and student data.

Your Personal Data

Collection

ExploreLearning collects information from you as you use this site. For example, you must enter certain personally identifiable information, including your name and, for teachers, your e-mail address. We use this information to verify your identity and prevent unauthorized access to your account and to contact you in connection with your use of this site.

In addition to the information you provide, ExploreLearning collects information about your use of this site through tracking, cookies, and log files, as described in our general [Terms of Use](#) statement.

Protection

Because you enter your personal data, you control its accuracy. If you discover that your personal data is inaccurate or if it changes or if you want to retain possession of it, you may make corrections by notifying us at support@ExploreLearning.com. We will not share your personal data collected through this site with third persons without your consent. However, your personal data will be available to authorized users from your school district who have permission from the school district to access it. We will not use your personal data collected through this site for any purpose other than providing you with access to this site and the associated services. This means that we will not use your data to display contextual or behavioral advertising, will not use the data to track and target advertisements on third party websites, and will not allow third parties to use your data to create ad profiles, perform data enhancement or target ads. We will use the same security to protect your personal data that we use to protect student data collected through this site. We may use

anonymized data collected through your use of ExploreLearning products to enhance those products.

Student Data

As you use this site, you will enter student data or interact with student data that has already been entered. Under the terms of our contracts with schools, we agree to act as a "School Official" as defined by the Family Educational Rights and Privacy Act ("FERPA"), meaning that we:

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

However, FERPA requires limitations on disclosure of those records and implementation of appropriate security measures to protect those records. To help your school district comply with FERPA, ExploreLearning has adopted certain practices, and requires that educators using this site fulfill certain responsibilities to safeguard student data. Additionally, ExploreLearning operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). ExploreLearning will not knowingly collect or use personally identifiable information from anyone under 13 years of age.

The following statement explains our practices and your responsibilities regarding the student data you enter on this site.

Student Data Security and Confidentiality Statement

Purposes of Data Entry

You control what student data is entered on this site and you retain ownership of the student data at all times. Student data entered on this site should be limited to information that is relevant to the legitimate educational purpose of improving student performance. We will not ask you to enter, and you are instructed not to enter, data about students that is not relevant to this legitimate educational purpose.

Therefore, only a minimum amount of personally identifiable student data required for the setup of the system is requested. We require student first name and student last name. Additional data, not specific to the student, is also required to complete system setup, including the teacher first and last name, class name, grade level, and school name. If you choose to enter student demographic data for the purposes of optional disaggregated reporting for the Reflex product, you grant permission for ExploreLearning to host and use that data for reporting purpose. This reporting functionality is not available on Gizmos.

Use, Disclosure, and Storage

We will use the student data to provide the services to your school district. We will not keep the student data after you or the school district instructs us to delete it.

We will only disclose student data to authorized employees or representatives of the school district, and will not knowingly disclose the student data to any third person without express written authorization. When, at the request of the district, we acquire assessment or other information, including personally identifiable student data, from a third party source we treat that information with the same confidentiality and security safeguards as though it were provided directly by the district. Additional agreements may be required by the third party to authorize transmission of data to ExploreLearning.

Your district may from time to time request that ExploreLearning provide student data to third parties of its choosing. We will do so with written authorization, which acknowledges that ExploreLearning is providing that data as your district's agent and that once the data is received by the third party, ExploreLearning no longer has any control over the use or disposition of the data.

We may also use aggregated data in our research, product development, and marketing. That aggregated, non-personally identifiable data (e.g., summary or statistical data) may be shared with third parties. However, we do not use personally identifiable student data to market any products or services directly to students or their parents.

In the event that ExploreLearning wishes, from time to time, to release aggregated data that identifies your school or school district by name, ExploreLearning will enter into a separate agreement with you to authorize release and publication.

ExploreLearning does not utilize third parties to provide products and does not share your student data with any third parties.

We may share Personal Information with our parent company and other affiliated companies. If we enter into a business transition such as a merger, consolidation, acquisition, sale of assets, joint venture, securities offering, bankruptcy, reorganization, liquidation, or dissolution, your Personal Information may be among the assets we transfer. You acknowledge and consent that such transfers are permitted by this Privacy Policy, and that any acquirer of ours or that acquirer's affiliates may continue to collect and use your Personal Information as set forth in this Privacy Policy.

Cookies

We use "cookies" to collect information. For example, we may use these technologies to collect information about the ways visitors use this Site - which pages they visit, which links they use, and how long they stay on each page. We also use these technologies to support certain features of this Site. For example, we use these technologies to personalize your experience when you use this Site and to save you the trouble of reentering information already in our database or to prompt the settings you established on previous visits.

The information we collect using cookies and similar technologies is not, in and of itself, personally identifiable, but we may link it to personal information that you provide. If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept cookies when you visit this Site, you may be unable to use all of the functionality of this Site if your browser rejects our cookies.

Data Quality

You are responsible for keeping the student data that you enter accurate, complete and up-to-date. If you recognize that student data is inaccurate, incomplete, or out-of-date, you are responsible for correcting it. If you experience problems making corrections to student data, please notify us at support@ExploreLearning.com and we will assist you with making corrections.

Security Safeguards

We are committed to protecting student data against unauthorized access, destruction, use, modification or disclosure. Protecting student data requires efforts from us and from you. We will implement reasonable and appropriate safeguards when collecting student data from you and when storing that student data in our database and you will observe our security safeguards and exercise reasonable caution when using this site.

Specific institutional and technological security safeguards include:

1. Only ExploreLearning employees who are authorized to handle student data are able to access the Data Management System.
2. Only school district employees and representatives that the district authorizes as school officials are permitted to access the system.
3. Each authorized school official is given a Userid and Password valid for the duration of the subscription. You must safeguard your Userid and Password, and not permit any unauthorized access to student data entered or kept in ExploreLearning's system.
4. Upon written request by the district, ExploreLearning will destroy any student data for districts who no longer participate in an ExploreLearning program. ExploreLearning will provide written verification that the data has been destroyed as requested.
5. 60 days following termination of a product subscription, ExploreLearning will delete the data associated with that product subscription. Upon request, ExploreLearning will provide written verification that the data has been destroyed. Notwithstanding the foregoing, anonymized usage data may be retained for internal product improvement.
6. ExploreLearning uses industry standard server and network hardware and software to ensure that data is protected from unauthorized access or disclosure.

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach or other unauthorized disclosure of your PII, we will attempt to notify you so that you can take appropriate protective steps by posting a notice on our homepage (www.explorelearning.com and www.reflexmath.com) or elsewhere in our Service and we will send email to you at the email address you have provided to us. Additionally, we will notify the primary administrative contact at your school or district by email and telephone and assist with their efforts to ensure your notification.

Any such notice will include:

- The date of the breach.
- The type of information that was subject to breach.
- General description of what occurred.
- Steps we are taking to address the breach.
- The contact person with our Company who you can contact regarding the breach.

If you are a parent, legal guardian or eligible student and an unauthorized disclosure of your student's PII records occurs, we will notify you through notice to your school or district's primary administrative contact.

When you use this site, you consent to our privacy practices and agree to accept the responsibilities outlined in this statement.

Contact

If you have any questions, concerns or inquiries about our Privacy Policy, or our use of your PII, or our privacy practices, please contact us at support@ExploreLearning.com or 866-882-4141, or mail to General Counsel 17855 Dallas Parkway, Suite 400 Dallas, TX 75287. You may also contact COPPAPrivacy@ikeepSAFE.org.

Last Updated: November 15th, 2018

Exhibit D



ExploreLearning
 110 Avon Street, Suite 300
 Charlottesville, VA 22902

Renewal Notice

For your ExploreLearning subscription
 EL Order #: 00087135

Ship To:
 Matt Kazy
 Poudre School District R-1
 1725 Sharp Point Dr
 Fort Collins, CO 80525
 USA

Your subscription to the items below
 will expire on: **7/31/2019**

Choose your renewal term below – multi-year discounts are available!

Item #/ Description	Renewal Price
REFLEXTEACHER Reflex Per Student	\$ 1,050.00
Total Renewal Price with Applicable Tax	\$ 1,050.00

Multi-Year Discounts		Savings of
3 YEARS = 15% OFF	\$2,677.50	\$472.50
2 YEARS = 10% OFF	\$1,890.00	\$210.00

EL Order #: 00087135

Renewal # of Years: (1, 2, or 3 YEAR) _____

Total Renewal Price: _____

Tax Exempt (Y/N): _____

If the above price reflects sales tax and your organization should be tax-exempt, please send a current sales tax exemption certificate (including signature and date) via e-mail: sales@explorellearning.com or fax: 877-829-3039.

Otherwise, please remit total including applicable sales tax.

Choose Method of Payment:

- _____ P.O. – Signed P.O. must be included/attached.
- _____ Check – Payable to ExploreLearning
- _____ Visa, MasterCard, Discover or American Express

Please send Purchase Orders via email:
sales@explorellearning.com or fax: 877-829-3039

PLEASE NOTE: Our remittance address for checks HAS CHANGED:

Card Number: _____

Expiration Date: _____

CVV: _____

Name on Card: _____

Phone: (____) _____

ExploreLearning
 PO Box 844615
 Boston, MA 02284-4615

Please confirm your Primary Account Contact Name and Email: _____

Please confirm your PD Contact Name and Email: _____

Questions – call us: 866.882.4141 – Option 2