



State of Oklahoma
Office of Management and Enterprise Services

ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH CONNECTIONS EDUCATION LLC
RESULTING FROM SOLICITATION NO. 0900000216

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Connections Education LLC (“CL”) in connection with Solicitation No. 0900000216 (“Solicitation”) and is effective January 19, 2017.

Recitals

Whereas, the State issued a Solicitation for proposals to provide online course curriculum for K-12 Education, as more particularly described in the Solicitation;

Whereas, CL submitted a proposal which contained exceptions to the Solicitation terms; and

Whereas, the State and CL have negotiated the final terms under which CL will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to CL simultaneously with execution of this Addendum. The parties agree that CL has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled Connections Education Exceptions to Solicitation; and

- ii. any products, warranties and associated support and services provided by CL or its Affiliates to OMES shall be exclusively governed by the terms and conditions applicable to the offering licensed, unless otherwise agreed by CL. For courses delivered on the Connexus platform, CL will provide a Statement of Work for any proposed licensure of the courses and purchase of associated services. A sample template Statement of Work is included with CL’s response to the Solicitation. This Statement of Work will be subject to the standard terms and conditions (“Standard Terms”) located at: <http://www.connectionslearning.com/connections-learning/terms.aspx>, except that deviations from the online Standard Terms are reflected in the redlined document attached as Attachment B to this Addendum and incorporated hereby.

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions. For avoidance of doubt, the document titled “Exceptions to Terms and Conditions” submitted with CL’s response is superseded in its entirety by this Addendum.

**State of Oklahoma by and through the Office
of Management and Enterprise Services on
behalf of the Statewide Virtual Charter School
Board**

Connections Education LLC

By: 
Name: James L. Reese, II
Title: Chief Information Officer
Date: 1/27/2017

By: 
Name: Donna Hutchison
Title: Vice President/Connections
Date: 1/19/2017

Attachment A

Connections Education Exceptions to Solicitation

Term & Section	Language
Termination for Convenience (Section A.19, pg. 6)	Modified to add: As a point of clarification, if OMES, or an Interlocal Entity exercises its right to terminate for convenience, any such termination will not result in any refund or credit for products and services already delivered, or for the remaining balance of any unused subscription period. To avoid unnecessary disruption to the enrolled students, CL proposes that any notice issued for termination for convenience shall not take effect until the end of the academic year in which such notice is issued, unless otherwise agreed by the parties.
Insurance (Section A.32, pg. 6)	Modified to add: “CL reserves the right to assign any resulting contract to an affiliate or successor entity.”
Ownership Rights (Section A.45, pg. 10-11)	Modified to add: CL remains the owner of its products and all pre-existing CL documentation or materials, or derivative works thereof created for OMES. CL understands that OMES data remains the property of OMES.
Publicity (Section A.49, pg. 10-11)	Modified to add: Notwithstanding anything to the contrary, this restriction does not prevent CL from mentioning that it is active in the state of Oklahoma, but CL acknowledges the restriction on stating that Oklahoma has endorsed CL’s products or services.

TERMS AND CONDITIONS

VIRTUAL LEARNING PROGRAMS

This Terms and Conditions Document (“Terms and Conditions”) is a Contract Document in connection with the Contract issued as a result of Solicitation No. 0900000216 (the “Solicitation”) and entered into between Connections Learning, a division of Connections Education LLC (“Connections” or “CL”) and the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of the Statewide Virtual Charter School Board (“SVCSB”), the terms of which are incorporated herein.

These Terms and Conditions are applicable to the academic, teaching and ancillary products and/or services to be provided to a private or public school, school district or other educational institution or organization (collectively “Customer”) by Connections (Connections and Customer are sometimes referred to individually as a “Party” or collectively as the “Parties”), pursuant to a statement of work in which Customer has contracted to receive certain Educational Products and Services from Connections under the Solicitation (“Statement of Work”).

Connections reserves the right to change these Terms and Conditions from time to time provided that such change does not enlarge or add to Customer’s obligations hereunder or result in a material reduction in services provided by CL. CL will notify Customer of such changes, and Customer shall have ninety (90) days to object to such changes. Upon notice of objections CL and Customer shall engage in good-faith discussions to resolve any differences, and if resolution is not reached Customer may terminate the agreement without cause. Such changes will become effective when CL posts the revised Terms and Conditions on CL’s Website (as defined below) at <http://www.connectionslearning.com/connections-learning/terms.aspx> or such other URL as Connections may later designate. Any revised Terms and Conditions will supersede all previous versions. Deviations from the Standard Terms agreed to by the parties shall survive changes to the online terms by CL.

1. DEFINED TERMS. Capitalized terms within the Agreement or these Terms and Conditions, and not otherwise defined therein or herein, shall have the meanings ascribed to them in the Index of Defined Terms, attached hereto and incorporated herein by reference.

2. GRANT OF RIGHTS AND RESTRICTIONS.

a. *License.* Pursuant to the Agreement and these Terms and Conditions, CL hereby grants to Customer a non-exclusive, nontransferable, royalty-free, limited license during the applicable term of the Agreement for Authorized Users to access and use the applicable Platform identified in the Agreement and the Content contained therein, in connection with the receipt of Educational Products and Services under the Agreement, subject to compliance by the Authorized Users with the Agreement (including these Terms and Conditions) and the Terms of Use (at <https://www.connexus.com/public/termsOfUse.html>). CL may update the features and functions of the applicable Platform from time to time. Any right to use Content shall be solely for the applicable Courses for which a Student is enrolled. If specified in the Agreement, CL will also provide Connections Teachers to teach the Courses. If Connections Teachers are not specified in the Agreement, then Customer shall have sole responsibility to teach the Courses and to provide any other necessary support to the Students; provided, however, that CL may in some cases provide Tutors if tutoring services are so specified in the Agreement. CL may also provide training and/or other services as may be specified in the Agreement.

b. *Permitted and Prohibited Uses.* All rights not expressly granted to Customer and Authorized Users pursuant to the Solicitation, Agreement and these Terms and Conditions are reserved to CL, and any uses of the applicable Platform or any Content by Customer and Authorized Users not expressly permitted in the Agreement and these Terms and Conditions are strictly prohibited. Specifically, Customer will not, and will not intentionally permit Authorized Users, Customer’s employees or agents or any third party to: (i) access the Platform or Content except in connection with Courses for which a Student is enrolled; (ii) use Content except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate, provide access to, rent, or create Derivative Works from the Content or any portion thereof, except as specifically permitted by the Agreement and the Terms of Use; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content or the Platform; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Platform or the Content; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of the Platform or the Content, nor allow or assist a third party to do so; (vii) use the Content in a manner that disparages the Platform, the Content, CL or its content providers, or in any manner that CL may, in its reasonable discretion, deem inappropriate; or (viii) disclose Log-In

Information (as defined in Section 2.d. below) or permit access to the Platform and/or the Content by unauthorized persons using an Authorized User's Log-In Information.

c. *Usage Guidelines and Rules of Conduct.* Customer (including its employees and agents) and Authorized Users may use the applicable Platform and the Content for bona fide educational and other contracted-for purposes only. Customer will comply and assure compliance by its employees, agents and the Authorized Users with the Agreement (including these Terms and Conditions), Terms of Use, Privacy Policy, Acceptable Use Policy, (see <https://www.connexus.com/public/termsOfUse.html>, <https://www.connexus.com/public/privacyPolicy.html>, and <http://www.connectionslearning.com/connections-learning/terms/acceptable-use-policy.aspx>) and other applicable CL policies, as updated from time to time by CL in its reasonable discretion, including, to the extent applicable based on the Educational Products and Services for which Customer has contracted, the School Handbook. Customer acknowledges that CL may also institute basic rules for academic and personal conduct for Authorized Users' use of the Content and the Platform, and that CL will enforce those rules in its sole discretion, including recommending to Customer the termination of access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the Platform, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the Platform. Customer shall promptly provide CL with written notice of any unauthorized use or distribution of the Content of which Customer becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.

d. *Security and Use of Passwords.* Each Authorized User will have a user name and password for the purpose of accessing the Platform and the Content (the "Log-In Information"). Customer and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. Customer and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Platform and/or the Content by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the Platform and/or the Content by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

e. *Availability and Support.* CL does not guarantee availability of the Platform 24 hours per day, 7 days per week. Nevertheless, Connections has historically maintained 99.9% uptime of its Connexus® platform (excluding downtime for planned maintenance) and expects to continue at such a level. Unless other support terms are specified by CL from time to time, CL agrees to provide Platform support during normal business hours Monday through Friday (9:00 a.m. to 6:00 p.m. ET), excluding holidays. CL will respond to general support issues within one (1) business day, after which they will be escalated as may be specified by CL from time to time. The contact for escalation of support issues will be as designated by CL.

f. *Communications from CL.* Customer acknowledges and agrees that CL may periodically contact Authorized Users for customer service purposes. By accessing the Platform and/or Content, Customer and Authorized Users will have consented to receive such communications.

3. CUSTOMER RESPONSIBILITIES.

a. *Fees and Taxes.* The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. As applicable, the Customer and CL shall comply with applicable Oklahoma law in invoicing and making payments. Payments for goods and services are due thirty (30) days after receipt of a proper invoice; however, CL agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days shall not constitute default hereunder nor entitle CL to late payment fees or interest. Should a payment not be received within 45 days, to extent permitted by law, CL may subject Customer to an interest fee at whatever level permitted by Oklahoma law but no higher than one and one half percent (1.5%). Pursuant to Section 6.A. of the Oklahoma Constitution and 68 O.S. §§ 1404, 1352, and 1356, Customer is exempt from the assessment of State sales, use and excise taxes. All pricing set forth in any quotation, Agreement, or invoice is in United States dollars unless otherwise specified.

b. *Compliance with Laws.* In using the Platform, Customer agrees to comply with federal and state privacy laws, including, but not limited to, FERPA and the regulations promulgated under FERPA, and other similar federal or state laws, administrative rules and regulations restricting commercial use of, or otherwise regulating, Student information. Customer further agrees to limit access by its employees and agents to educational records containing personally identifiable information to solely those of its employees and agents who have a legitimate educational interest for such information. By designating an individual as authorized to have Platform access to educational records and other student related information, Customer represents such access is in compliance with all such federal and state privacy laws.

c. *Hold Harmless.* Intentionally blank.

4. AUDIT. CL will have the right, with thirty (30) days prior notice, to audit Customer's use of the Platform and the Content at Customer's location(s). If any audit determines that the Customer has not complied with the terms of the applicable Agreement, upon receipt of proper invoice, Customer will pay CL any amount that is due. Customer will also reimburse CL for its cost in conducting the audit, in the event the audit determines a shortfall over five percent (5%), in the amount paid to CL.

5. ACADEMIC INTEGRITY. Customer acknowledges that with respect to all Students enrolled in iNaCA, iNaCA shall be the sole decision maker with respect to all questions, issues, conflicts, or concerns relating to academic integrity and performance. With respect to Students enrolled in iNaCA who are eligible to receive an iNaCA diploma (including Customer branded diplomas issued by iNaCA), determinations (i) as to whether transfer credit will be given for non-iNaCA courses, (ii) of the additional requirements that must be met for iNaCA to grant an iNaCA high school diploma to Students, and (iii) as to whether to advance a Student from grade to grade or Course level to Course level, or (iv) to terminate the enrollment of a Student due to inadequate participation or academic performance, shall be in the sole discretion of iNaCA.

6. TERMINATION.

a. *Term.* The term of the Agreement (including any potential renewal periods) will be as specified in the Agreement.

b. *Terminations for Cause.* Except as otherwise provided in the Agreement, either CL or Customer may terminate the Agreement at any time for cause upon thirty (30) days notice, unless the circumstances constituting the basis for the for-cause termination have been cured (if capable of being cured) by the other Party within such notice period. For purposes of the preceding sentence, a termination by one Party will be deemed for "cause" if: (i) the other Party materially breaches any provision of the Agreement; or (ii) the other Party violates any law or regulation material to the Agreement. Notwithstanding the foregoing, CL may terminate the Statement of Work immediately upon written notice to Customer in the event of a breach by Customer of confidentiality or a violation by Customer of Intellectual Property rights. Such remedy shall not be deemed to be the exclusive remedy for a breach of the Agreement, but shall be in addition to all other remedies available at law or in equity.

c. *Termination for Financial Reasons.* Either Party may terminate the Agreement upon written notice if the other Party: (i) files a petition for bankruptcy; (ii) is adjudicated bankrupt by any court; (iii) makes an assignment for the benefit of creditors; (iv) takes the benefit of any bankruptcy or insolvency act; or (v) generally becomes unable to pay its debts when due. Such termination shall be effective as of the date of filing of such petition, adjudication, appointment, assignment, declaration or commencement of reorganization or liquidation proceeding or said Party's inability to pay its debt.

d. *Termination or Suspension For Failure to Make Timely Payment.* CL may, at its option, immediately terminate, or suspend its performance of, the Agreement with Customer any time Customer is more than thirty (30) days in arrears on its payment obligations to CL. In the event of termination or suspension by CL under this Section 6.d., Customer's access to the Platform (including all Authorized Users whose right of access to the Platform is derived from CL's contractual relationship with Customer) shall be discontinued without further notice. In the event of a suspension of access to the Platform, access may, at the sole discretion of CL, be restored when Customer's payment obligations are brought current and CL has received adequate assurances that Customer's payment obligations to CL shall remain current for the remainder of the term of the Agreement.

e. *Termination due to Change in the Law.* CL reserves the right to terminate this Agreement in the event any new legal obligation is imposed upon CL during the Agreement term and as a result of such new legal obligation, there is a material change to CL's responsibilities under the terms of the Agreement or there is an increase in the cost of providing the contracted for Educational Product and Services, as determined by CL, or at its option, or if requested by Customer, will negotiate in good faith during the notice period regarding possible alternatives to termination; provided, however, that if the Parties are unable to agree on a mutually acceptable alternative, the termination notice shall remain in full force and effect.

f. *Obligations on Termination.* In the event the Agreement is terminated by either CL or Customer for any reason: (i) each Party shall promptly (not later than ten (10) days after the effective date of termination) return to the other Party all Confidential Information, Intellectual Property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and shall not retain copies of any such Intellectual Property or material except as may be expressly permitted in the Agreement, and all electronic copies shall be permanently removed from all electronic data storage devices; (ii) all access to the Platform, Content, and Courses by Customer and its Authorized Users shall be discontinued; (iii) each Party shall cease the use of the other Party's trade name, trademarks, copyrights and any other form of Intellectual Property rights; and (iv) Customer shall pay CL all amounts due under the Agreement upon the earlier of their due dates or forty-five (45) days after the effective date of termination. Termination of the Agreement shall not relieve the Parties of any applicable obligation or liability under the Agreement, nor shall it affect or impair the rights of a Party arising prior to such termination.

7. CONFIDENTIALITY.

a. *Confidential Information.* The receiving Party shall use the Confidential Information only in connection with the furtherance of the business relationship between the Parties, and the receiving Party shall make no further use, in whole or in part, of any such

Confidential Information. The receiving Party agrees not to disclose, deliver or provide access to all or any portion of the Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same; provided that the receiving Party may disclose Confidential Information to its employees, agents and subcontractors who need access to such Confidential Information in connection with the performance of the Agreement or the applicable subcontract and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving Party will treat the Confidential Information with the same degree of care and confidentiality that the receiving Party provides for similar information belonging to the receiving Party that the receiving Party does not wish disclosed to the public, but not less than holding it in strict confidence.

b. Text moved to subsection (d)(i) below.

c. *Exceptions.* The foregoing shall not prevent the receiving Party from disclosing Confidential Information that must be disclosed by operation of law, provided (i) the receiving Party shall promptly notify the disclosing Party of any such request for disclosure in order to allow the disclosing Party full opportunity to seek the appropriate protective orders, and (ii) the receiving Party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this Section 7.c. is not intended to permit the disclosure of education records referenced in Section 7.b. unless permitted by applicable law.

d. *Return of Confidential Information.* The receiving Party agrees that it will, within ten (10) days after written request by the disclosing Party, return to the disclosing Party, or at the option of the disclosing Party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing Party, including copies, reproductions, electronic files or any other materials containing Confidential Information. This provision shall not apply to the extent that the receiving Party is required to retain any such Confidential Information by any applicable law, rule or regulation, or by any internal record retention policy, or by any competent judicial, governmental, supervisory or regulatory body or by any backup computer systems that cannot be reasonably deleted, as determined by CL.

d. *Student Records.*

(i) CL and Customer acknowledge and agree that under FERPA and any regulations promulgated thereunder, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records," as that term is defined by FERPA. The Parties acknowledge that each Party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. CL and Customer each designate the staff, employees, agents, subcontractors and volunteers who are providing educational and/or administrative services to the Students as agents of Customer having a legitimate educational interest and thus entitled to access to educational records under FERPA. CL and Customer shall also maintain Student Records in accordance with any other applicable laws and regulations.

(ii) Notwithstanding anything to the contrary in these Terms and Conditions or the Agreement, CL's ability to provide services under the Agreement requires Customer to share student data containing confidential personally identifiable information ("PII") from education records maintained by Customer with CL. CL agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99).

Student data released to CL will be limited to data points specifically listed in the Agreement and all data normally provided by teachers in the course of instruction. If CL determines that there is a legitimate need to receive or access additional student data and that such data is necessary to perform required duties, CL shall submit a written request to Customer detailing the data needed and state the purpose of the disclosure. If Customer determines that access is necessary and appropriate, the Agreement may be modified in accordance with the request. No additional data shall be provided until the Agreement is modified to reflect the additional data disclosures.

CL will safeguard the confidentiality and integrity of all data received pursuant to the Agreement, place limitations on its use, and maintain compliance with all applicable privacy laws. CL shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

Student information from education records cannot be published in a way that would allow individual students or their parents to be identified. Any reports or published information that is a result of or derived from confidential student data containing PII provided by Customer shall not allow individuals to be directly or indirectly identified and shall contain no individual student level data. CL may use student data from education records to perform contractual duties as required by this Agreement, but any published results must be presented in a manner which protects the privacy and confidentiality of students. Customer shall be provided the opportunity to review all results prior to publication.

CL shall require all staff to comply with the data security and confidentiality provisions set forth herein. Only those staff that are directly involved in performing tasks outlined herein and who have a legitimate interest in providing services according to the terms of the Agreement shall be entitled to access student data. CL shall take steps to maintain the confidentiality of student information from education records.

The Agreement does not constitute a release of student-level data for the CL's discretionary use. Access to (or disclosure of) confidential student information contained in education records pursuant to the terms of the Agreement shall not constitute an assignment of ownership of the information provided. Customer retains all ownership rights to the data transferred pursuant to the Agreement, and CL shall not obtain any right, title, or interest in any of the data furnished by Customer.

Data transferred pursuant to the agreement may only be used to carry out the responsibilities throughout the duration of the projects, task and assignments specified herein. Any unauthorized use of the data files beyond the terms specified in the Agreement is not permitted. CL shall not use the data for purposes other than the projects, task and assignments identified herein.

Notwithstanding the foregoing, CL may use data transferred pursuant to this agreement for maintaining, developing, supporting, improving, or diagnosing the CL's site, service, or application and for using aggregated de-identified Data for the development and improvement of CL's services.

CL shall promptly notify Customer if there is any unauthorized access or breach to the data provided by Customer and take reasonable steps to mitigate any breach. In the event a breach occurs, CL will take reasonable steps and implement corrective procedures to ensure that further breaches do not occur.

Customer shall be notified promptly if CL receives a request for the student data containing PII provided by Customer. If CL becomes legally compelled to disclose any confidential PII (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise) then CL shall use all reasonable efforts to provide Customer with prior notice before disclosure so that Customer may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Customer shall only disclose that portion of the confidential PII that it is legally required to disclose.

CL may determine that it is necessary to employ a contractor or subcontractor to fulfill contractual obligations under the Agreement. CL shall ensure, by written agreement, that any contractor or subcontractor employed by CL remains in compliance with FERPA. Customer will immediately terminate this agreement and this agreement shall not be renewed due to the intentional breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein by CL, and Customer, OMES, and/or SVCSB may revoke any other existing RFP's or contract with CL.

Customer may seek monetary, restitutive and punitive damages against CL for a breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein as allowed by law.

Upon notification of a breach in the terms and conditions of the data security and confidentiality provisions set forth herein, Customer will not release any additional confidential personally identifiable information ("PII") from education records maintained by Customer to CL until corrective procedures have been implemented to ensure further breaches do not occur.

Upon completion of the services detailed in the Agreement or upon termination of the Agreement, CL shall promptly destroy all PII, excluding de-identified data that was disclosed by Customer and provided to CL for the purposes detailed in the Agreement. Within ten (10) days of destruction, CL shall provide written notification to Customer of the date and method of destruction of these records.

8. INTELLECTUAL PROPERTY

a. *Ownership of Intellectual Property.* Customer acknowledges and agrees that CL or its Affiliates and/or their third party vendors are the sole owners of the Platform, the Content and Courses, and any other content or materials contained in or delivered to Customer through the Platform or otherwise in connection with the Agreement (collectively the "CL IP"). Except for the limited rights granted in the Agreement, neither the Agreement, nor these Terms and Conditions, constitutes a license or other transfer by CL to Customer of any Intellectual Property rights in CL IP. All right, title, and interest in and to the CL IP, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CL and its third party vendors, and Customer will use the CL IP only as authorized under the Agreement and will not otherwise violate any copyrights or other Intellectual Property rights of CL. Any attempted sublicense, assignment or transfer by Customer of any rights hereunder or in the Agreement without CL's prior written consent shall be void. Customer shall not remove any copyright, patent, trademark, or any other proprietary rights legends from the CL IP. The placement of a copyright notice on any portion of Confidential Information does not mean that such portion has been published and will not derogate any claim of trade secret or confidentiality protection for the same.

b. *Jointly Developed Courses.* The Parties may jointly develop one or more Courses if agreed upon in the applicable Agreement. Unless otherwise agreed by CL and Customer, any courses jointly developed by CL and Customer and all Intellectual Property rights thereto will be jointly owned by CL and Customer ("Joint Courses"). Either Party shall be entitled to modify and create Derivative Works of the Joint Courses. Customer agrees that any Joint Courses and their Derivative Works may be used by Customer solely in connection with the receipt of services under an applicable Agreement or as part of the curriculum provided to Customer's Students. Customer agrees that CL shall be entitled to copy, use, install, license, display, perform, transmit, execute, resell, print, host, distribute and otherwise commercialize the Joint Courses and their Derivative Works. Neither Party shall be

required to account to the other Party for a share of the profits in connection with the authorized use of the Joint Courses and Derivative Works hereunder.

c. *Trademarks.* Subject to Section A.49 of the Solicitation, CL and Customer each grants to the other Party during the Term a non-exclusive, nontransferable license to use the logos, trademarks, service marks and/or trade names of such Party, as specified in the Agreement (the "Licensed Marks"), but solely in connection with the receipt of services under an applicable Agreement or for purposes of marketing the use of the Educational Products and Services to Customer's Students and prospective Students in accordance with the requirements of these Terms and Conditions and the related Agreement, and subject to any pre-approval rights set forth in these Terms and Conditions and the related Agreement. All use of the other Party's Licensed Marks shall be in accordance with any trademark usage guidelines provided by the other Party. CL's current Trademark Usage Guidelines can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Each Party retains all right, title and interest in and to its Licensed Marks and any related proprietary rights not expressly granted to the other Party hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of the owner of such Licensed Marks. A Party may revoke the other Party's license to the Licensed Marks upon written notice in the event the other Party breaches any of the terms of this paragraph.

d. *Customer Funds.* No Customer funds shall be used in the development or procurement of any tangible or intangible materials, or any aspect of the Courses, curriculum or educational materials used in connection with the Education Products and Services CL provides in furtherance of its obligations set forth in the Agreement. Customer funds paid to CL for products delivered and/or services rendered in accordance with the terms of this Agreement shall not be deemed Customer funds once such payment is received by CL.

e. *Student Data.* Student specific data, including corresponding Caretaker data, is the property of the Customer and the Student and/or Caretaker, unless and to the extent that CL obtains such data from a source other than Customer, including directly from Student (if an emancipated minor or over the age of minority) or such Student's Caretaker. CL will not use any such Customer owned Student specific data for any non-Customer related purpose without obtaining the written permission of such Student or Student's Caretaker (as the case may be). Use for Customer related purposes shall include any use associated with CL's or its subcontractor's responsibility to provide the Educational Products and Services under this Agreement and for the purposes specified in the Privacy Policy. CL may freely aggregate Customer owned Student (including Caretaker) specific data for its own purposes so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student or Caretaker. All such aggregated data shall be the property of CL. CL may freely use all such aggregated data without the consent of Customer.

9. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (i) it has full power and authority to enter into the Agreement, and to agree to all the terms and conditions contained therein and in these Terms and Conditions, and has received all parental and other permissions required to permit CL to obtain and retain information (including personal information) from Authorized Users; (ii) only Authorized Users will access the Platform and the Content; (iii) Customer and its Authorized Users will at all times use the Platform and the Content only as expressly permitted by the Agreement and these Terms and Conditions; (iv) in the event that Customer requests that CL customize the interface with Customer's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Customer's content on the Platform and CL agrees to do so, Customer warrants that it has the full right and authority to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Customer IP"); and (v) the Customer IP, any content, materials and/or information contributed by Authorized Users, and any revisions to the Content by Authorized Users, do not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including, without limitation, statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

10. INDEMNIFICATION.

a. Subject to Section 12, CL will defend, indemnify and hold Customer, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Customer that solely arise from or solely relate to: (i) a material breach by CL of its obligations or warranties (subject to the disclaimer provided for in Section 11) under the Agreement or these Terms and Conditions, or (ii) the negligence or intentional misconduct of CL or any of its employees, contractors and agents.

If a third party claims that any portion of the Products provided by CL under the terms of the Agreement infringes that party's patent or copyright, CL shall defend Customer against the claim at CL's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, Customer, provided Customer (i) promptly notifies CL in writing of the claim and (ii) to the extent

authorized by the Attorney General of the State, allows CL to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to CL, CL shall be granted authorization to equally participate in any proceeding related to this section but CL shall remain responsible to indemnify Customer for all associated costs, damages and fees incurred by or assessed to Customer.

11. WARRANTY DISCLAIMER. CUSTOMER CANNOT ASSUME THE PERFORMANCE OF THE PLATFORM OR OTHER SUCH TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PROBLEMS RELATED THERETO WILL BE CORRECTED, DESPITE CL'S REASONABLE EFFORTS. ACCORDINGLY, EXCEPT FOR ANY EXPRESS WARRANTIES GIVEN IN THE AGREEMENT: (a) THE PLATFORM AND THE CONTENT PROVIDED UNDER THE AGREEMENT ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW; AND (b) CL AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE, NONINFRINGEMENT, COURSE OF DEALING, OR COURSE OF TRADE. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, NEITHER CL NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE PLATFORM AND THE CONTENT PROVIDED UNDER THE AGREEMENT WILL MEET ANY REQUIREMENTS OR NEEDS THAT CUSTOMER OR THE AUTHORIZED USERS MAY HAVE, OR THAT THE PLATFORM AND THE CONTENT WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE PLATFORM AND THE CONTENT WILL BE CORRECTED, OR THAT THE PLATFORM AND THE CONTENT ARE COMPATIBLE WITH ANY PARTICULAR OPERATING SYSTEM. FURTHER, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, CL MAKES NO GUARANTEE OF ACCESS TO OR ACCURACY OF THE CONTENT ACCESSED THROUGH THE PLATFORM. IN NO EVENT WILL CL BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE PLATFORM, EXCEPT TO THE EXTENT SUCH EVENTS ARISE FROM CL'S NEGLIGENCE NOTWITHSTANDING THIS SECTION 11, SHOULD CL BE NOTIFIED OF ISSUES FOR CUSTOMER WITH RESPECT TO THE PERFORMANCE AND FUNCTIONING OF THE PLATFORM, THE CONTENT OR OTHER SUCH TECHNOLOGY, THE PARTIES SHALL MAKE GOOD FAITH EFFORTS TO FIND A REMEDY TO SUCH ISSUES. **12.**

LIMITATION OF LIABILITY. FOR ANY BREACH OR DEFAULT BY CL OF ANY OF THE PROVISIONS OF THE AGREEMENT OR THESE TERMS AND CONDITIONS, OR WITH RESPECT TO ANY CLAIM ARISING THEREFROM OR RELATED THERETO, CL'S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE INCLUDING NEGLIGENCE, WILL IN NO EVENT EXCEED THE LESSER OF: (a) THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC COURSES OR PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CLAIM; OR (b) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS UNDER OR RELATED TO THE AGREEMENT OR THESE TERMS AND CONDITIONS, THE AMOUNT PAID BY CUSTOMER UNDER THE AGREEMENT. IN NO EVENT WILL CL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST CUSTOMER OR THE AUTHORIZED USERS BY ANOTHER PERSON, EVEN IF CL, ITS AFFILIATES, OR ITS THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE OTHERWISE FORESEEABLE. CL WILL BE LIABLE TO CUSTOMER AS EXPRESSLY PROVIDED IN THE AGREEMENT OR THESE TERMS AND CONDITIONS, BUT WILL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT OR OTHERWISE TO CUSTOMER INCLUDING ANY LIABILITY FOR NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR ELSEWHERE, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THE AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION, BY CUSTOMER, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND WILL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT OR THESE TERMS AND CONDITIONS OR OF ANY REMEDY CONTAINED THEREIN. THE AUTHORIZED USERS WILL NOT BE CONSIDERED A THIRD PARTY BENEFICIARY OF ANY OBLIGATION OF CL TO CUSTOMER.

Notwithstanding anything to the contrary in the Agreement, the foregoing provisions of this Section shall not apply to or limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by CL; CL's indemnity obligations under this Contract; the bad faith, gross negligence or intentional misconduct of CL or its employees, agents and subcontractors; or other acts for which applicable law does not allow exemption from liability. Nevertheless, Connections shall not be responsible for damages, claims, injuries, liabilities that arose due to use of the platform by a Student or Customer's employee or agent. No provision of this Agreement, or other Supplements, Amendments, or other documents related to this Agreement, providing for a limitation of liability of the Vendor or other third parties, or indemnification or exculpation of CL or

other third parties, shall be enforceable against the OMES/SVCSB/Customer except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in this Agreement, any Supplement or Amendment to this Agreement, or other documents related to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation provision in this Agreement, Supplements or Amendments to this Agreement, or other applicable or related documents.

13. Intentionally blank.

14. Intentionally blank.

15. Intentionally blank.

16. GENERAL PROVISIONS.

- a. *Independent Contractors.* The Parties to the Agreement are independent contractors, and no agency, partnership, joint venture, franchise, or employee-employer relationship is intended or created by the Agreement and neither Party shall have a right to bind the other Party.
- b. *Successors or Assigns.* The rights granted herein shall be non-transferable and non-assignable and the obligations may not be delegated by Customer except with the prior written consent of CL and any attempted transfer, assignment or delegation without the required consent shall be void. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- c. *Complete Agreement; Modifications.* The Agreement, together with these Terms and Conditions, constitutes the entire agreement among the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter hereof. The Agreement may not be amended or modified in any way, nor may noncompliance with its terms be waived, except pursuant to a written instrument signed by the affected Party.
- d. *Severability.* If any provision of the Agreement, together with these Terms and Conditions, is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of the Agreement.
- e. *No Third Party Rights.* The Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in the Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- f. *Waiver.* Any waiver by a Party of any default or breach hereunder shall not constitute a waiver of any provision of the Agreement or of any subsequent default or breach of the same or a different kind.
- g. Intentionally blank.
- h. *Surviving Obligations.* All accrued payment obligations under the Agreement, any remedies for breach of the Agreement, and the following Sections will survive any expiration or termination of the Agreement: Section 3.a. (Fees and Taxes), Section 4 (Audit), Section 6.e. (Obligations on Termination), Section 7 (Confidentiality), Section 8 (Intellectual Property), Section 9 (Representations and Warranties), Section 10 (Indemnification), Section 11 (Warranty Disclaimer), Section 12 (Limitation of Liability), Section 13 (Release) and Section 16 (General Provisions).
- i. *Force Majeure.* Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or other such similar events, including but not limited to the action or inaction of a third party, deliberate or accidental, that results in a loss of internet connectivity or electrical power, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Vendor cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Customer.
- j. *Headings.* All captions and headings in the Agreement or herein are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- k. *Electronic Signatures.* The Agreement and related documents (including these Terms and Conditions) may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of the Agreement and related documents, including under any applicable statute of frauds, because they

were accepted and/or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of the Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of the Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

l. *Publicity.* Neither Party will issue any press releases or other public information about the existence of or specific details regarding the Agreement without the prior written consent of the other Party. However, Customer agrees that CL may make reference to its business relationship with Customer in CL's marketing or sales materials, and CL acknowledges that neither this nor any provision of these Terms and Conditions interferes with Customer's obligations to comply with the Open Records Act or any other law or regulation.

m. *Remedies.* The Parties acknowledge and agree monetary damages may not be a sufficient remedy for a breach of Sections 2 (Grant of Rights and Restrictions), 7 (Confidentiality) or 8 (Intellectual Property) and that in the event of a breach or threatened breach of Sections 2, 7 and/or 8, the non-breaching Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or administrative institution of competent jurisdiction. The Parties hereby waive the posting of a bond or other security in connection with any such action. Such remedy shall not be deemed to be the exclusive remedy for a breach of the Agreement, but shall be in addition to all other remedies available at law or in equity.

n. Intentionally blank.

o. All written notices required by the terms of this Agreement will be sent to the SVCSB at Attn: Executive Director, 2500 N. Lincoln Boulevard, Suite 4-37, Oklahoma City, OK 73105, to the Superintendent of the Customer at the address set forth in the order and to the General Counsel of K¹² at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

INDEX OF DEFINED TERMS

Definitions

"Academic Year" shall mean the school year as defined by the School Calendar under which Customer operates, not including any portion of the year allocated to "summer school" or any similar period, however designated.

"Acceptable Use Policy" means that certain policy governing the use of CL electronic resources, including software, hardware devices and network systems, the most current version of which can be found in <http://www.connectionslearning.com/connections-learning/terms/acceptable-use-policy.aspx>.

"Administrative Staff" means any and all individuals employed by or otherwise providing services for or on behalf of CL or Customer.

"Affiliate" means any entity controlling, controlled by or under common control with another entity. With respect to CL, Affiliates shall also include Pearson PLC and its Affiliates. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

"Agreement" shall mean these Terms and Conditions together with any Statement of Work, Educational Services Quote, or any other agreement or price quotation agreed to by the Parties to which these Terms and Conditions are attached and/or into which these Terms and Conditions are incorporated into by reference, together with any amendments, modifications, or renewals of such Statement of Work, Educational Services Quote, or other agreement or price quotation.

"Authorized Users" shall mean the Students, Caretakers, Learning Coaches, Teachers, Instructional Aides, Administrative Staff, and Mentors who are authorized to access the Platform, the Content and Courses pursuant to these Terms and Conditions and the related Agreement.

"Caretaker" shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student's parent or legal guardian, or the Student where over the age of 18 or otherwise legally emancipated.

“Certified,” when used with respect to Connections Teachers, shall mean that such teachers are certified in one of the fifty United States, but not necessarily certified in Customer’s State.

“Confidential Information” shall mean, except as otherwise provide by Oklahoma law, proprietary business, technical and financial information of each of the Parties, including for example and without limitation, each Party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other Student-related or Caretaker-related personal information; (g) login and password information for the Platform; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the Platform; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving Party or to which the receiving Party is otherwise given access by the disclosing Party, orally, in written form, in any type of storage medium, or otherwise that is properly marked confidential by the transferring Party. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing Party at all times. Except as specifically provided for herein, nothing contained in the Agreement or herein shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving Party, by license or otherwise.

“Connections Teachers” (or “CL Teachers”) shall mean the persons employed by CL who are subject or elementary school credentialed (K through 5), as the case may be, and who virtually provide educational instruction to Students. Connections Teachers may also act as Instructional Aides.

“Connexus[®]” means the website or Learning Management System (also sometimes referred to as Education Management System) with the URL <http://www.connexus.com>, or such other URL as CL or its Affiliates may designate from time to time, through which Authorized Users access CL Content via a secure, password protected website. The features and functions of Connexus[®] may be modified and/or updated from time to time by CL.

“Content” means the components of a Course and/or SDR licensed, designed, developed, owned or provided by CL and its third party content partners and delivered in an online format through the Platform or in an offline format (textbooks and other materials) to teach Students in various subjects in grades K–12 and/or to deliver resources in connection with the Services. Content may include courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures, charts, and, in the case of Courses delivered via Connexus[®], Teachlet[®] tutorials and LiveLesson[®] sessions. CL reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion.

“Course” means a program of instruction provided by CL, which includes Content accessed through a Platform and may include support from Connections Teachers and/or Instructional Aides, as specified in the applicable Agreement.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content.

“Educational Products and Services” shall mean the educational products and/or services to be provided by CL to Customer pursuant to the Agreement to which these Terms and Conditions are attached and/or into which these Terms and Conditions are incorporated by reference.

“Educational Services Quote” shall mean that certain document identified as an Educational Services Quote, provided by CL to Customer and accepted by Customer, setting forth certain Educational Products and Services being obtained by Customer from CL as well as such other business terms to which the Parties agree to be bound.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

“iNaCA” means the International Connections Academy, an accredited online private school operated by Connections.

"Instructional Aides" means any and all individuals who are involved in supporting, facilitating or assisting in the provision of instruction, assessment and/or other Services to Students. Instructional Aides may include Tutors if CL is providing tutoring services under the applicable Agreement.

"Intellectual Property" means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide now or in the future, including but not limited to, moral rights and similar rights.

"Learning Coach" shall mean a Caretaker of the Student or another adult specifically designated by the Student's Caretaker, or the Student where over the age of 18 or otherwise legally emancipated, who will be responsible for all of the non-instructional aspects of the Student's virtual learning program that contribute to a Student's success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with Caretakers in situations where the Learning Coach and Caretaker are not one and the same person, and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement. Additionally, Learning Coaches may be responsible for receiving materials from CL and distributing them to their Students.

"Mentors" shall mean persons employed by Customer who shall be responsible for all of the non-instructional aspects of the Student's virtual learning program that contribute to a Student's success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Connections Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement. Additionally, Mentors shall be responsible for receiving materials from CL and distributing them to their Students.

"Platform" means the applicable learning management system, whether Connexus® or ROADS® (or both, if Customer is obtaining a license to both systems pursuant to the Agreement), that is used to deliver Content to Customer under the Agreement.

"Privacy Policy" means that certain statement of CL's practices for handling personally identifiable and non-personally identifiable information gathered by CL through the Platform or any website maintained by CL from time to time. CL's Privacy Policy is accessible from the log-in page of each Platform.

"ROADS®" means the learning management system accessible at the URL <https://roads.advancedacademics.com>, or such other URL as CL may designate from time to time, through which Authorized Users access CL Content via a secure, password protected website. The features and functions of ROADS® may be modified and/or updated from time to time by CL.

"School Calendar" shall be the days when any Services under this Agreement will be delivered to Students and Mentors, as agreed to by the Parties. CL will provide Services on those days established to be the School Calendar for the Academic Year. The School Calendar for each Academic Year shall be as approved by Customer and CL taking into account all reasonable comments and suggestion by CL and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

"School Handbook" shall mean the set of policies, rules and guidelines that are to be followed by Students, Instructional Aides and Mentors.

"SDR" means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through the Platform or otherwise.

"Services" means any service provided by CL to Students, including therapeutic or educational services, under the terms of the Agreement between Customer and CL.

"Statement of Work" shall mean that certain document identified as a Statement of Work, executed by Customer and CL, setting forth certain Educational Products and Services being obtained by Customer from CL as well as such other business terms to which the Parties agree to be bound.

"Student" means any person who is enrolled in one or more Courses offered by CL under the terms of the Agreement.

"Student Records" shall mean those "educational records," as defined in subsection (a)(4)(A) of FERPA (as defined above), which Customer or CL is required to retain in accordance with state law.

"Teacher" means a Connections Teacher or a Customer Teacher.

"Terms of Use" means certain rules governing how Authorized Users may and may not use the applicable Platform and any Content accessible through such Platform. The Terms of Use are accessible from the log-in page for the applicable Platform.

"Tutors" means individuals employed or contracted by CL to provide tutoring services with respect to one or more Courses. Tutors may or may not hold teaching credentials.

"Website" means the CL website with the URL <https://www.connectionslearning.com> and any subpages connected thereto.