

Exhibit A

Terms of Use for Schools

Capitalized terms that are not defined below in this Exhibit A have the definitions given to them in the Agreement.

By using the Services, you authorize us to access your SIS or receive Student Data or other information via SIS, Secure File Transfer Protocol ("SFTP"), or any other secure transfer method to provide you software integration services.

SECTION 1. KEEPING YOUR STUDENT DATA CONFIDENTIAL (THIS IS VERY IMPORTANT TO US) AND COMPLYING WITH APPLICABLE LAWS

We treat your Student Data as confidential and do not knowingly share it with third parties other than as described in Section 2(B) and in the General Terms of Use and our Privacy Policy.

Both parties agree to uphold their responsibilities under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA"). We provide the Services under the school official exception of FERPA 34 CFR Part 99.31(a)(1). The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13. You represent and warrant that you have the authority to provide consent on behalf of parents, for us to collect information from students before allowing children under 13 to access our Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as Clever and that they provide a copy of our Privacy Policy to parents and guardians.

SECTION 2. AUTHORIZATION TO ACCESS YOUR STUDENT DATA

A. OUR ACCESS

You authorize us to access Student Data and will provide a way for us access the information stored in your SIS. We will access and process Student Data only in order to provide the Services. As between us, you own all right, title and interest to all Student Data, you are (and other Schools are) solely responsible for any and all Student Data, whether provided by you, students, or others, and we do not own, control, or license Student Data, except to provide the Services.

B. THIRD PARTY ACCESS

You may designate one or more third-party Developers to securely access Student Data via our API. We will not send Student Data to a Developer unless explicitly authorized by you. You acknowledge that we are not responsible for the data practices of third party Developers, and that, as between us, you are solely responsible for the consequences of providing or transmitting Student Data to such Developers, or authorizing those Developers to access Student Data through the Services. At any time, you can revoke any Developer's ongoing access to Student Data via the API by visiting our Help Center.

We may disclose or provide access to Student Data to our employees and certain service providers with a legitimate need to access such information in connection with providing the Services. We and our employees, subcontractors, service providers, or agents involved in the handling, transmittal, and/or processing of Student Data will maintain the confidentiality of any data that includes personally identifiable information and shall not redisclose such data except as necessary in order to provide the Services. We will maintain access log(s) that record all disclosures of or access to Student Data within our possession and will provide copies of those access log(s) to you on your request.

C. OTHER ACCESS

Student Data is controlled by Schools. Parents, legal guardians, and students can ask for their Student Data via their Schools. If there are any changes that need to be made in Clever, the district will upload the new Student Data to Clever.

SECTION 3. HOW WE USE YOUR STUDENT DATA

A. IN GENERAL

By submitting Student Data or other information to us, whether via the Services or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license during the term of these Additional Terms for Schools and our General Terms of Use to use, transmit, distribute, modify, reproduce, display, and store the Student Data only for the purposes of: (i) providing the Services as contemplated in these Additional Terms for Schools and our General Terms of Use, and (ii) enforcing our rights under these Additional Terms for Schools and our General Terms of Use. Subject to the Paragraph B below, we will not use the Student Data for any purpose except as explicitly authorized by these Additional Terms for Schools and our General Terms of Use. *For clarity and without limitation, we will not use Student Data to engage in targeted advertising.*

B. ANONYMIZED DATA

You agree that we may collect and use data derived from Student Data, including data about any Users' access and use of the Services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular student, User, or School. We may use such data to operate, analyze, improve or market our Services or to develop other educational sites, services or applications. If we share or publicly disclose information (e.g., in marketing materials) that is derived from Student Data, that data will be aggregated or anonymized to reasonably avoid identification of a specific School or individual student. For example, we may (i) track the number of School administrators on an anonymized aggregate basis as part of our marketing efforts to publicize the total number of Users of the Services, and (ii) analyze aggregated usage patterns for product development efforts. You further agree that we may use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated Student Data even after this Agreement has expired or been terminated.

SECTION 4. DELETING STUDENT DATA AND TERMINATING YOUR ACCESS TO THE SERVICES

A. DELETING STUDENT DATA

You may request in writing that we delete any of your Student Data (except as provided for the Section 3(B) above) in our possession at any time. We will comply with your request in a commercially reasonable time not to exceed ten (10)

business days. If you grant access to Student Data to a Developer and subsequently need that data deleted, you need to request such deletion directly from that Developer.

B. TERMINATING YOUR ACCESS TO THE SERVICES

Schools may, at any time and for any or no reason, terminate these Additional Terms for Schools and our General Terms of Use by providing written notice by visiting our Help Center, except that provisions that by their nature should survive termination will survive termination, such as provisions relating to warranty disclaimers, limitations of liability, indemnities, and governing law.

Within seventy-two (72) hours of our receipt of such notice of termination or earlier if commercially reasonable to do so, we will cease accessing your SIS. We will automatically delete or de-identify all Student Data within seventy-two (72) hours of our receipt of the termination notice, except for Student Data residing on backups or internal logs which will be removed within sixty (60) days, and will provide notice to the School when Student Data has been deleted and/or anonymized as described in Section 3(B) above. As noted above, Student Data that has previously been made available to Developers may still be in Developers' possession notwithstanding the School's termination of these Additional Terms for Schools and our General Terms of Use, and the Developer's subsequent use or deletion will be governed by any agreements between School and Developers. We may terminate these Additional Terms for Schools and our General Terms of Use in accordance with the General Terms of Use.

SECTION 5. PRIVACY AND SECURITY

We care deeply about the privacy and security of Student Data. We maintain strict administrative, technical, and physical safeguards to protect Student Data stored in our servers, which are located in the United States. If there is any disclosure or access to any personally identifiable Student Data by an unauthorized party, we will promptly notify any affected Schools and will use reasonable efforts to cooperate with their investigations of the incident. If the incident triggers any third party notice requirements under applicable laws, you agree that, as the owner of the Student Data, you may be responsible for the timing, content, cost, and method of any required notice and compliance with those laws. However, at the request of the School and when permissible under applicable law, Clever agrees to bear responsibility for the timing, content and method of such required notice on behalf of the Schools. In all instances, Clever will indemnify Schools for all reasonable costs associated with compliance with such notice requirements arising from a breach of the Clever Service. For clarity and without limitation, Clever will not indemnify for any notification costs arising from a breach of a third party application whose service is accessed through the Clever Service.

SECTION 6. CLEVER GOALS

Clever Goals may be purchased as an additional feature to enhance your use of the Services. The Clever Goals service allows you to: (i) set certain usage and progress goals (the "Goals") related to your and Users' use of third-party provided applications made available via the Services (each, an "Application"), (ii) collect metrics from Developers related to your and Users' use of Applications to enable you to track actual usage of the Applications and progress related to the Goals; and (iii) export certain data points from the Services to allow you to store and further use these data points (the service collectively, "Clever Goals").

To the extent a School utilizes Clever Goals, Clever will access Student Data that is collected, maintained, created or processed by the Developer of each Application for the sole purpose of providing the Clever Goals functionality. You are

responsible for providing all necessary consents, if needed, for each Developer to provide access to Student Data to Clever for this purpose. If you have purchased the rights to access and use Clever Goals, then the right to terminate for convenience set forth herein will not apply to your purchase. You may terminate any order form or agreement between you and Clever related to Clever Goals if Clever materially breaches its obligations to you related to Clever Goals and such breach is uncured by Clever within 15 days' after your notice of such breach.

SECTION 7. FEES AND PAYMENT TERMS

You agree to pay all fees specified in an ordering document or an online order that is entered into between you and Clever (each, and "Order Form") on the payment schedule set forth in such Order Form. Except as otherwise specified in an Order Form, all payment obligations are non-cancelable and fees paid are non-refundable. You will provide us with either valid credit card information, a valid purchase order or alternative payment document reasonably acceptable to us. If you provide us with a credit card, then you authorize us to charge such credit card for all purchased products and services listed in the Order Form(s). Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, then we will invoice you in advance and in accordance with the relevant Order Form(s). Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information. If any amount owing by you under this Agreement or any other agreement is 30 or more days overdue, then we may, without limiting our other rights and remedies, suspend our Services to you until such amounts are paid in full. Prices and fees are exclusive of any federal, state, local or other taxes, which will be your responsibility, unless you provide us with proof of your tax-exempt status. Taxes, if any, will be listed separately on the invoice. Upon our request, you will provide us with a certificate or other evidence documenting your tax-exempt status.

SECTION 8. QUESTIONS

We here at Clever hope that you will have the best possible experience when using our Services. If you have any questions or concerns about our Services or anything in our General Terms of Use, these Additional Terms for Schools, or our Privacy Policy, please don't hesitate to contact us by visiting our Help Center and we'll do our best to promptly respond to you.

Exhibit B

Privacy Policy

Clever is a proud signatory of the Student Data Privacy Pledge.

Clever ("Clever," "we," or "us") understands that privacy is tremendously important to our online visitors to our website ("Website Visitors"), to schools who use our Service ("Schools"), and to students whose information we may access on behalf of a School ("Students"). Clever provides a platform that enables Schools to securely provision the accounts with the third-party applications, that they use. As we describe below, Schools decide which data is integrated with Clever, and Schools are responsible for determining whether data are ever shared with applications through Clever. This privacy policy applies to our website <https://clever.com/> and to the Clever platform (our "Service") and describes the steps we take to protect your data.

Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use.

We strive to be transparent in our data collection and use practices. This is the type of personal information we may collect.

1. HOW WE COLLECT AND USE INFORMATION

We collect the following types of information:

Information about Schools: We ask for certain information when a School administrator registers a School with Clever, or if the administrator corresponds with us online, including a name, school name, school district, school email address and/or account name and password, phone number, message content, and information relating to the School's information systems. We may also retain information provided by a School if the School sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a School begins using the Clever Service, we will collect content and information provided by the School through the School's use of the Service and we will keep records of activities related to the Service. We use this information to operate, maintain, and provide to the features and functionality of the Service, to analyze and improve our Service offerings and functionality, and to communicate with our Schools and website visitors.

Student Data: Through the course of providing its Service to a School, Clever may have access to personally identifiable information about students ("Student Data") that is provided by the School, by the parent or guardian, or by the Student. Depending on the Service selected by the School, a School may authorize Clever to receive Student Data from the learning application(s) used by the School. Clever has access to Student Data only as requested by the School and only for the purposes of performing Services on the School's behalf. The type of Student Data we collect will depend on how the School uses the Service and the learning applications which the School connects through the Service. In many instances, Clever receives Student Data only from the School and never interacts with the Student directly. In some instances, depending on the level of Clever's Service selected by the School, the Schools may allow Students to log into the Clever Service to access third party applications that have been authorized by the School. In that instance, the School provides each student with login credentials and confirms that it has obtained appropriate parental consents, as needed, before the student is permitted to access the Service.

Badges: As an alternative to a user name and password login, a School may choose to use the Clever Badge to authenticate Student users. The Clever Badge is a QR code provided by the School to the Student (usually in the form of a laminated card or paper print-out) which recognizes a user's Clever account when the Badge is read by the camera on a Chromebook, laptop or other device. Clever does not collect or store any image collected by the device camera. The camera content is processed on the users' device and Clever only receives the tokens used for authentication. You can learn more about Clever Badges [here](#).

We consider Student Data to be confidential and do not use such data for any purpose other than to provide the services on the School's behalf, in accordance with contractual agreements with the School. Our collection, use, and disclosure of Student Data is governed by our our Terms of Use, our Additional Terms of Use for Schools, and/or any other agreement with the School, by the provision of the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and applicable state laws which relate to the collection of Student Data. If you are a Student or parent, please contact your School if you have questions about the School's use of technology service providers like Clever.

See [How We Share Your Information](#) below for more information on the limited ways in which we share School and Student Data. See ["Children's Privacy"](#) below for more information on how we collect and use the personal information of children under 13.

Information collected through technology: Like most websites and online services, we and our third party partners automatically collect certain types of usage information when you visit our Services, read our emails, or otherwise engage with us. We typically collect this information through a variety of tracking technologies, including cookies, web beacons, file information and similar technology (collectively, "tracking technologies"). For example, we collect information about your device and its software, such as your IP address, browser type, Internet service provider, platform type, device type, operating system, date and time stamp, a unique ID that allows us to uniquely identify your browser, mobile device or your account, and other such information. We also collect information about the way you use our Service, for example, the site from which you came and the site to which you are going when you leave our website, the pages you visit, the links you click, how frequently you access the Service, whether you open emails or click the links contained in emails, whether you access the Service from multiple devices, and other actions you take on the Service. When you access our Service from a mobile device, we may collect unique identification numbers associated with your device or our mobile application, mobile carrier, device type, model and manufacturer, mobile device operating system brand and model. We may be able to determine your approximate location by analyzing other information, a device's location by analyzing other information, like an IP address to associate a user with their School. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

Cookies and related technology allow us to provide you with a better user experience. For example, we may use the data collected through cookies to: (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) to identify you across multiple devices; (d) to provide and monitor the effectiveness of our Service; (e) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; (f) diagnose or fix technology problems; (g) help users efficiently access information after signing in, and (h) otherwise to plan for and enhance our Service.

If you would prefer not to accept cookies, most browsers will allow you to: (i) change your browser settings to notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Please note that doing so may negatively impact your experience using the

Service, as some features and services on our Service may not work properly. Depending on your mobile device and operating system, you may not be able to delete or block all cookies. You may also set your e-mail options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our e-mail and performed certain functions with it

Third Party Tracking: We do not permit third party advertising networks to collect information about your use of our website and Service over time and across websites for the purpose of serving targeted advertising and we will never use Student Data for targeted advertising.

2. HOW WE SHARE YOUR INFORMATION

Clever only shares personal information in a few limited circumstances, described below. We do not rent or sell information for marketing purposes and we will never share or sell Student Data with third parties for marketing purposes.

Who we may share information with:

- We share information within the Service as needed to perform the Service and/or at the direction of the School. For example, information including Student Data, will be shared between and among authorized School users such as teachers and School administrators. This sharing will depend on the settings and functionality selected by the School.
- We may share information with our trusted third party service providers who perform technology services on our behalf (e.g. web hosting and analytics services), but strictly for the purpose of carrying out their work for us. Contractors and service providers who may have access to Student Data in the course of performing their services are subject to confidentiality and data security requirements.
- We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our Terms of Use <https://clever.com/about/terms/>, or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our users.
- We may share information in an aggregated and/or anonymous form that does not reasonably identify an individual or School. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality, and product offerings.

In the event of a change of control: If we sell, divest or transfer our business, we will not transfer personal information of our customers unless the new owner intends to maintain and provide the Service as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. In such case we will provide you with notice and an opportunity to opt-out of the transfer of personally identifiable Student Data.

How Student Data is shared: In addition to the actions described above, Clever may facilitate the sharing of Student Data with third parties, though only when instructed and authorized to do so on behalf of the School. Some elements of our Service enable Schools to interact with parents, students, teachers and third party applications, for the benefit of the student's education. Clever does not facilitate the sharing of any Student Data with third parties on the Service except on behalf of the School after the School has authorized a third party or application to access Student Data through the Service. Please remember that this Privacy Policy applies to the Clever Services, and not other services or third party applications, which may have their own privacy policies. Schools should carefully read the privacy practices of each third party application before agreeing to engage with the application through the Service.

We store our data in the United States and we take strong measures to keep data safe and secure.

3. HOW WE STORE AND PROTECT YOUR INFORMATION

Storage and processing: Any information collected through the Service is stored and processed in the United States. If you use our Service outside of the United States, you consent to have your data transferred to the United States.

Keeping information safe: Clever maintains strict administrative, technical and physical procedures to protect information stored in our servers, which are located in the United States. Access to information is limited (through user/password credentials and two factor authentication) to those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files.

Questions about data? Here are your options.

4. YOUR CHOICES ABOUT YOUR INFORMATION

Account information and settings: Schools may update account information and modify Services by signing into the administrator account. Schools and other website visitors can opt-out of receiving promotional email from us by clicking on the "unsubscribe" feature at the bottom of each email. Sorry, you cannot unsubscribe from Service-related messaging.

If you have any questions about reviewing or modifying account information, contact us directly by visiting our Help Center.

Access to Student Data: Student Data is provided and controlled by the Schools. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly.

How long we keep User Content: Following termination or deactivation of a School account, Clever may retain profile information and content for a commercially reasonable time for backup, archival, or audit purposes, but any and all Student Data associated with the School will be deleted promptly. We may maintain anonymized or aggregated data, including usage data, for analytics purposes. If you have any questions about data retention or deletion, please contact us by visiting our Help Center.

We do not collect any information from students without consent.

5. CHILDREN'S PRIVACY

Clever does not knowingly collect any information from children under the age of 13 unless and until the School has obtained appropriate parental consent for the student to use the Service. Because Clever collects and uses Student Data at the direction of and under the control of a School, Clever relies on each School to provide appropriate notice to parents of the School's use of third party service providers such as Clever, and for the Schools to provide consent, if necessary, and authorization for Clever to collect Student Data, as permitted by the Children's Online Privacy Protection Act (COPPA). Please contact us at urgent@clever.com if you believe we have inadvertently collected personal information of a child under 13 without proper consent so that we may delete such data as soon as possible.

6. LINKS TO OTHER WEB SITES AND SERVICES

We are not responsible for the practices employed by websites, applications or services linked to or from our Service. We recommend that the School review the privacy policies of other applications before authorizing a third party to access data through the Service.

7. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Service, please contact us by visiting our Help Center.

If a Student contacts Clever with a question about our Service, we will collect personal information from that Student only as necessary to respond to the Student's request and direct the Student to contact the Student's School, and we will then delete or anonymize the personal data of the Student after providing our response.

8. CHANGES TO OUR PRIVACY POLICY

Clever may modify or update this Privacy Policy from time to time so you should review this page periodically. All changes to this Privacy Policy are tracked online: <https://github.com/Clever/policies/commits/master/privacy-policy.md>. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will provide at least 30 days notice to the Schools so that you have sufficient time to evaluate the change in practice. Of course, you can always opt-out by deleting your account before the changes take effect.