Purchase Contract

Agreement Terms:

This purchase contract ("**Agreement**") documents a purchase made by Boone County School District (KY) ("**Customer**") from Imagine Learning, Inc. ("**Company**"). In exchange for the consideration described on #169506 (a copy of which is attached hereto as "**Exhibit A**"), and subject to the terms (including product information, license numbers, payment amounts, payment deadlines, and rates for future years if applicable) listed thereon, Company will provide Customer access to the named education software products.

This Agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a Customer-approved purchase order, etc.) outlined on **Exhibit A** are not met.

Onobarding, Implementation, Training, and Support information:

Onboarding. Once we receive your purchase contract, one of our Customer Experience Specialists will contact you to being the onboarding process..

Implementation and Training Services. Customer's purchase of Company's software product(s) includes implementation and virtual training services. Any additional onsite training or professional development will be noted on **Exhibit A**.

Support and Upgrades. As part of Customer's purchase of licensed software under the Agreement, Company will, throughout the term of the Agreement, provide the following:

1. Imagine Learning Customer Care is available by telephone at 1-866-ILSUPPORT (1-866-457-8776) Monday through Friday, 6:00 a.m.–6:00 p.m. MST or by email at: support@imaginelearning.com.
2. Calls to Imagine Learning Customer Care by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.
3. Other communications to the support team, including emails and after-hour messages, are answered within one business day.
4. Support services and upgrades are included at no additional charge for the duration of the contract's license term.
5. Company will provide updates to the licensed software product(s) on a regular basis; Customer will be notified regularly of new content and will receive newly developed content for the licensed product(s) when available.

ACCEPTED AND AGREED:

Boone County School District (KY)   Imagine Learning, Inc.

By: _____   By: _____

Print: _____   Print: _____J. Brent Taylor_____

Title: _____   Title: _____Vice President, Finance_____

Date: _____   Date: _____

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.

Exhibit A

Bill To	Ship To	
Accounts Payable	Boone County School District	**Date** 169506 9/10/2020
Boone County Schools	8330 US Highway 42	**Valid Until** 12/9/2020
8330 US Highway 42	Florence KY 41042	**Partnership**
Florence KY 41042		**Manager** Kristen Scherer

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 859-319-5268 or kristen.scherer@imaginelearning.com.

Quantity	Item	Unit Price	Amount
75	Imagine Language & Literacy Annual Student License	$150.00	$11,250.00
	Subtotal		$11,250.00
	Volume Discount		($3,375.00)

Include the quote number (#169506) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax:	(866) 507-9270	
Email:	PO@imaginelearning.com	
Mail:	Imagine Learning, Inc.	
	382 W. Park Circle, Ste 100	
	Provo, UT 84604	

Subtotal	$7,875.00
Tax Total	$0.00
Total	$7,875.00

Thank you for choosing Imagine Learning!

Exhibit B: Customer Onboarding

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. Once we receive your purchase order or purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process. In order to ensure a successful and speedy implementation, please have the following information available for your Customer Experience Specialist:

1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

Learn more about System Requirements and how to make the best rostering decision for your school or district on our Help Center.

Thank you for choosing Imagine Learning!

END-USER LICENSE AGREEMENT

NOTICE TO END-USER: This legally binding End-User Software License Agreement (this **"Agreement"**) is made and entered into by and between you, the purchaser/licensee and end-user (an individual or entity referred to hereinafter as either "you" or the **"End-User"**), and Imagine Learning, Inc., a Utah corporation (referred to hereinafter as the **"Company"**), the owner/licensor of the subject Software (hereinafter defined) that you are licensing from the Company (whether directly or indirectly through its authorized distributors). YOU ACKNOWLEDGE AND AGREE THAT YOUR ACT OF USING THE COMPANY'S SOFTWARE FURNISHED TO YOU BY THE COMPANY OR ITS DISTRIBUTOR CONCLUSIVELY CONFIRMS YOUR ACCEPTANCE OF THIS AGREEMENT (AND THE SOFTWARE) AND YOUR PROMISE TO HONOR ALL OBLIGATIONS OF THE END-USER HEREUNDER. THEREFORE, YOU NEED TO <u>FIRST</u> REVIEW THE TERMS OF THIS AGREEMENT, AND IF YOU AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN, AND ONLY THEN, MAY YOU USE THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU NEED TO REMOVE THE ENTIRE SOFTWARE PACKAGE (INCLUDING ALL DOCUMENTATION) AND RETURN ANY PROVIDED HARDWARE TO THE COMPANY OR ITS DISTRIBUTOR (UNUSED AND UNDAMAGED) NO LATER THAN TEN (10) DAYS FROM THE DATE OF YOUR PURCHASE IN ORDER TO RECEIVE A REFUND OF THE UNUSED PORTION OF YOUR SOFTWARE PURCHASE PRICE. SOFTWARE AND HARDWARE INSTALLATION AND TRAINING COSTS ARE NON-REFUNDABLE.

1. **Grant of License.** In connection with your purchase of the Software license, you are hereby granted a limited, nonexclusive license (the **"License"**) to use the Software for its intended educational purposes, furnished to you by the Company or its distributor, as authorized by the Company, as part of the subject License (but specifically excluding any use of the Software to render similar services to others, or for any resale, sublicense or any other third-party transaction). The term **"Software"**, for purposes of this Agreement, means the *Imagine Learning* software package (including any and all individual products under the Imagine Learning umbrella and future improvements or enhancements thereto) licensed by you from the Company or our distributor, along with the related documentation and any updates and bug fixes the Company may send you in the future. The End-User may contract hereafter for support and maintenance pursuant to the distributor's standard support agreement.

2. **Term and Termination.** The term of this License, upon payment in full of all fees and charges itemized on the purchase order, is subscription based (or perpetual if specifically determined by your type of purchase) if you honor all terms and conditions hereof. However, the Company may terminate the License at any time if the End-User breaches any term or condition hereof and fails to cure the same to the Company's reasonable satisfaction within thirty (30) days after End-User's receipt of written notice of such breach from the Company. The End-User agrees that the Company will invoice the End-User for any licenses activated above the number of licenses issued through the original purchase order. Payment in full is due within sixty (60) days of invoice and if not received by the Company, the Software and any provided hardware are subject to removal and/or de-authorization by the Company. Upon termination of the License, the End-User shall return to the Company or its distributor any provided hardware, along with the original and all copies of the Software, in written and electronic formats, and shall certify in writing that all originals and all copies and parts thereof have been returned (or otherwise destroyed to the Company's satisfaction). Thereafter, the End-User shall continue to honor all provisions set forth herein for the protection of the Company's Software, intellectual property, confidential information and reputation.

3. **Limitations; Transfers.** You agree not to modify, adapt or translate the Software, and you further agree not to, nor attempt to, replicate, reverse engineer, decompile, disassemble or otherwise discover or misappropriate the source code of the Software, nor copy nor distribute the same. You may not disclose to any third party all or any part of the Software or any confidential or proprietary information or trade secrets relating thereto (i.e., information not in the public domain) without the Company's prior written consent; provided, however, that you may make such disclosures to your own employees who have a "need to know" for your licensed use of the Software, but all such employees must be informed of their duty to honor all provisions of this License (in particular, paragraphs 1, 2, 3,

4 and 8 hereof). You may not resell, rent, lease, sublicense, distribute, or loan all or any part of the Software to any third party. The Software is licensed as a single unit, and its component programs may not be separated for any other use. The Company may enter your premises upon reasonable notice during regular business hours and conduct periodic audits to verify that you are honoring all terms and conditions of this limited License.

4. Ownership. Title, all ownership rights, and all intellectual property rights in and to the Software, all materials and intellectual property related thereto, and any provided hardware shall remain exclusively with the Company. The Software is protected by United States patent law and copyright law, international patent and copyright treaties, and local trade secret laws, as well as other intellectual property laws, regulations and treaties. No title to or ownership of the Software has been transferred to you, and this License shall not be construed as a sale of any rights in the Software, but merely a limited, non-exclusive license. You agree not to remove or alter any patent, copyright, trademark, or other proprietary notices on any copy of the Software. The Company and its authorized distributors reserve all rights not expressly granted to you herein.

5. Indemnification; Injunction. The End-User shall fully indemnify and hold the Company harmless from and against any and all claims, losses, damages, legal fees and costs suffered or incurred by the Company as a result of any material breach by the End-User and its employees or agents of any provision of this Agreement; and the End-User further agrees that any such actual or threatened breach will cause the Company to incur incalculable and irreparable damage for which there is no adequate remedy at law, entitling the Company to temporary and permanent injunctive relief in addition to all other available remedies.

6. Limited Warranty and Remedy. The Software is provided by the Company and accepted by the End-User "as is." The Company warrants only that the Software and any provided hardware will perform substantially in accordance with the Company's accompanying explanatory materials for the duration of the End-User's subscription period. The Company's sole and exclusive liability, and your exclusive remedy, for any breach of this sole warranty or this Agreement, shall be limited to (at the Company's option) either the (i) replacement or (ii) repair of the Software (or the provided hardware, as the case may be). Any replacement Software or hardware will be warranted similarly. The Company is not liable for any performance delays or for nonperformance due to causes beyond its reasonable control or caused by you or any third party(ies). The Company does not warrant the Software, any provided hardware, or headsets against damage, loss, or theft. This Limited Warranty is in addition to any and all other warranties that may be passed through to the End-User by the Company from third party software vendors (e.g., Microsoft). This limited warranty is void if any failure of the Software results from any accident, abuse, misapplication, or modification of the Software by you or any third party. Headsets resold to the End-User as a service to the End-User become the property and responsibility of the End-User and may include a limited warranty from the manufacturer but will not include a separate warranty from the Company. THE ABOVE-STATED LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND THE COMPANY AND ITS DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES. IN SUCH STATES SOME OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS DISTRIBUTORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS INFORMATION OR OTHER BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING OUT OF THIS AGREEMENT, EVEN IF THE COMPANY OR ITS DISTRIBUTORS OR THEIR REPRESENTATIVE(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES; AND IN NO EVENT SHALL THE COMPANY'S OR ITS DISTRIBUTORS' LIABILITY OR EXPOSURE TO THE END-USER OR END-USER'S ASSIGNEE UNDER THIS AGREEMENT EVER EXCEED THE END-USER'S PURCHASE PRICE FOR THE SOFTWARE LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TRANSACTIONS. IN SUCH JURISDICTIONS SOME OR ALL OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THE COMPANY SHALL NOT BE LIABLE FOR ANY CONTAMINATION OR LOSS OF DATA OR ANY ADVERSE IMPACT, FINANCIAL, TECHNICAL OR OTHERWISE, DUE TO YOUR OR ANY THIRD PARTY'S MISUSE OR MISAPPROPRIATION OF THE SOFTWARE OR ANY ACT NOT LICENSED OR APPROVED BY THE EXPRESS TERMS OF THIS AGREEMENT.

8. U.S. Government Restricted Rights. The Software is provided with RESTRICTED RIGHTS, and any use, duplication or disclosure of the Software by the United States Government is subject to those restrictions set forth in subparagraph (c)(1)(ii) of "Rights in Technical Data and Commercial Computer Software - Restricted Rights," at 48 CFR 52.227-19, and any amendments thereto, as applicable. You agree that neither all nor any part of the Software will be shipped, transferred or exported in any form into any country outside the U.S.A. or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

9. FERPA Compliance. In providing the Software for use by any educational agency or institution, the Company is acting as a contractor as described under the Family Educational Rights and Privacy Act 34 CFR 99.31 (a)(1)(i)(B). As required for FERPA compliance, the Company is under the direct control of the agency or institution with respect to the use and maintenance of education records pertaining to that agency or institution. Such control includes the ability of the educational agency or institution to dictate the level of data collection performed by the Software. The Company does not redisclose data to any other parties per limitations imposed by 34 CFR 99.33.

10. General Provisions. This Agreement is the final expression of the Company's and the End-User's agreement and is intended to be a complete and exclusive statement of the terms and conditions thereof, including any exhibits attached hereto. Any waiver of any performance required hereunder of either party shall be valid only in the instance for which it is given, not for any future instances or other provisions hereof, and only if waived in writing by the party otherwise benefiting from such performance. Access to usage, performance, and efficacy data of all types from all Company software shall be granted at all times to the Company and may be used for reports, evaluations, and publications without restriction as long as the public reports, evaluations, and publications contain no individual student identification information. The End-User will not engage in, allow, assist, or permit any report, evaluation or publication of usage, performance, or efficacy data related to or derived from the Company's software without prior express written permission. Other than the Company's income taxes, the End-User shall be solely responsible for all taxes, assessments, fees, duties, etc. that may be charged by any governmental authority by virtue of this Agreement and/or your use of the Software. The Company's licensors who have contributed software or code to the Software (e.g., Microsoft) are direct and intended third party beneficiaries of this Agreement and may enforce it directly against you, but without any liability to you for damages of any kind that may arise out of this Agreement. Any action for breach of this Agreement must be commenced by the non-breaching party within one (1) year from the later of: (i) the date the cause of action arises, or (ii) the date the cause of action is discovered (or in the exercise of reasonable diligence by you, *should* have been discovered). This Agreement and all matters relating hereto shall be governed by the laws of the State of Utah and the United States of America. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Both parties agree to resolve any controversy or dispute relating to this Agreement (other than equitable relief permitted under paragraph 6) by binding arbitration conducted in accordance with the commercial arbitration rules and procedures of the International Chamber of Commerce in Salt Lake City, Utah. In any suit, arbitration or appeal regarding this Agreement, the prevailing party's attorneys' fees and costs shall be reimbursed in full by the non-prevailing party. In the event that any provision of this Agreement is found by arbitration or a court of competent jurisdiction to be contrary to any applicable law, such law shall be deemed controlling and this Agreement shall be regarded as modified accordingly, giving maximum permissible effect to the parties' intentions

expressed herein, and the remainder of this Agreement shall continue in full force and effect. The individuals executing this Agreement are fully authorized to do so by their respective companies' bylaws and/or board resolutions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns.

FONT END-USER LICENSE AGREEMENT

By installing and using the Product, you agree to the following terms and conditions.

1.   Grant of License. The Product contains font software programs which generate human readable typeface designs ("Font Software"). You may not install or use the Font Software on any device except one on which you have installed a properly licensed copy of the Product. The Font Software is supplied to you for Internal Use only. "Internal Use," as used herein, means use (i) in the course of your customary and ordinary internal business, or (ii) for your personal use. If used in the course of your customary and ordinary internal business, Internal Use shall mean use solely by your authorized agents and employees. If used for personal use, Internal Use shall mean use solely by individuals who reside with you in your household. All such agents, employees and household residents must agree to the terms and conditions of this End-User License Agreement as a condition of using the Font Software. Internal Use shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

2.   Limitations. You may not convert the Font Software into a different format. You may not alter or modify the Font Software in any manner which results in the Font Software having different or enhanced functionality then when it was delivered to you as part of the Product.

You may use an application program such as Adobe Acrobat to embed the Font Software into an electronic document. You may send such an electronic document to a third party only for the purpose of permitting the third party to view and print the electronic document. Font Software may not be embedded in any format which permits the recipient of an electronic document to install the Font Software or to use the Font Software for any purpose beyond merely viewing and printing the document. You may not embed Font Software into a Commercial Product. A "Commercial Product" is an electronic document which is distributed in exchange for a fee or other consideration. For example, you cannot embed Font Software into an electronic book or magazine which is offered to the public for a fee.

Except for the print and view embedding permission granted in paragraph 4 above, you may not copy the Font Software; provided, however, you may make one copy of the Font Software for archival purposes only. The archival copy cannot be distributed and can be used only when you have permanently deleted the original or any copy of the Font Software on your device. You may not reverse engineer, decompile, or take any action which results in or is designed to result in gaining access to the source code of the Font Software, except as permitted by law and then only for the purpose of achieving an interoperable program.

3.   Ownership. The Font Software supplied with the Product is proprietary and is protected by U.S. and international copyright and trademark law. All rights not expressly set forth herein are reserved. A breach of this End-User License Agreement may subject you to damages and injunctive relief under this Agreement as well as under applicable copyright and trademark law.

4.   Limited Warranty. YOU AGREE THAT THE FONT SOFTWARE IS SUPPLIED TO YOU WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. You agree that the Font Software is supplied without any warranty that the Font Software is free of all bugs, errors, and omissions. YOU AGREE THAT IN NO EVENT WILL THE PROVIDER OF THE PRODUCT OR ITS SUPPLIERS,

INCLUDING THE SUPPLIER(S) OF THE FONT SOFTWARE, BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOST PROFITS, LOST DATA, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY PUNITIVE OR SPECIAL DAMAGES, EVEN IF YOU NOTIFIED THE PROVIDER OF THE PRODUCT AND THE SUPPLIERS OF THE FONT SOFTWARE OF THE POSSIBILITY OF SUCH DAMAGES. You agree that your sole and exclusive remedy and the sole liability of the provider of the Product and the supplier(s) of the Font Software for defective Font Software is, upon return of the defective Font Software to the provider of the Product, either and at the sole option of the provider of the Product (i) the replacement of defective Font Software or (ii) the refund of your licensee fee paid for such Font Software. Some jurisdictions do not allow the exclusion or limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the greatest extent permitted by law, any implied warranties not effectively excluded by this Agreement are limited to ninety (90) days. Some jurisdictions do not permit a limitation or exclusion of implied warranties where the product results in physical injury or death, so such limitations or exclusions may not apply to you. In those jurisdictions, you agree that the liability of the supplier of the Font Software for such physical injury shall not exceed one hundred thousand dollars (U.S. $100,000), provided that such jurisdictions permit a limitation of such liability. This warranty gives you specific legal rights. You may have other rights that vary from jurisdiction to jurisdiction. Other than as expressly set forth herein, the Font Software is non-returnable and nonrefundable.

5.   **Term and Termination.** This license shall remain in effect so long as you are in material compliance with all of its terms and conditions. If you breach any of the terms and conditions, this license is automatically terminated and you are obligated to destroy the original and all copies of the Font Software. In such event, upon the request of the provider of the Product or the suppliers of the Font Software, you shall provide written certification of such destruction.

6.   **U.S. Government Restricted Rights.** If you are acquiring the Font Software on behalf of any unit or agency of the United States Government, the following provisions shall apply. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FAR 252.227-7013, subdivision (b)(3)(ii) or subparagraph (c)(1)(ii), as appropriate. Further use, duplication or disclosure is subject to restrictions to restricted rights software as set forth in FAR 52.227-19(c)(2).

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Should you have any questions concerning these Agreements, please contact the Company at

Imagine Learning, Inc., 382 W. Park Circle, Suite 100, Provo, UT 84604

Phone toll free: 1-866-ILSUPPORT; 1-866-457-8776; fax: 801-377-5072; or email: support@imaginelearning.com.

Imagine Learning Privacy Policy

At Imagine Learning, we believe every child deserves the chance to enjoy learning and the right to fulfill their unique potential. To that end, we recognize our moral and legal responsibilities to protect student privacy and ensure data security. This Privacy Policy provides basic information on our use of data, details our data stewardship and security practices, and outlines Imagine Learning's compliance with federal privacy laws.

Imagine Learning Privacy Policy PDF

Key Terms

Certain terms, when used throughout this document, are intended to have the specific meanings as defined below:
• "Services": all websites, applications, and services owned and operated by Imagine Learning. A comprehensive list of Services may be viewed via the Imagine Learning Services section of the Imagine Learning Privacy Policy FAQ.
• "School": a school, a school district, or other entity or organization that uses the Services.
• "User" or "you": anyone who accesses the Services, namely schools, school districts, other entities or organizations that use the Services, teachers, administrators, non-School visitors of the Services, students, parents or legal guardians of students, and all others who use or access Imagine Learning services at any time.
• "Authorized Person": an authorized School official, such as a school administrator or teacher, who enrolls a student or other User within the Services.
• "PI": personal information (also commonly known as PI, personal data, personally identifiable information, or PII) collected from Users who access the Services.

Policy Scope

This Privacy Policy applies to all Imagine Learning Services and benefits you.

The data covered by this Privacy Policy applies only to information collected by Imagine Learning from you or an Authorized Person. This Privacy Policy does not apply to information obtained or disclosed through offline correspondence or personal contact with Imagine Learning's representatives.

By using Imagine Learning's Services, you represent that you agree to this Privacy Policy. **If you do not agree to this Privacy Policy, or if you have questions regarding the use of your personal information,** contact your teacher or school administrator.

Data Stewardship

This section provides information about how we collect, use, maintain, and destroy the data we collect.

Data Collection

All PI is handled by Imagine Learning with care and is protected by the policies, procedures, and safeguards described in this Privacy Policy. We collect PI either: (i) directly through forms or data entry fields on our Services, or (ii) through passive collection through use of the Services. To prevent unauthorized collection of PI, particularly from children, students and parents **cannot create student accounts** for Services without a sponsoring School or Authorized Person.

Student Account Data
When a student account is created, Imagine Learning begins to collect information about the student. Portions of this data are personally identifiable.

We will never condition a child's participation in an activity (such as contests) on the child's disclosure of more PI than is necessary to participate in the activity. This means if we don't need a specific piece of information (such as the child's email address) to allow the child to participate in a contest, we will not ask for it.

The following is a list of **required** information necessary to create a student account:
• Student first and last name
• Grade level
• Language
• Student number
• Student username and password for our Services
• School or district name

Help

- Demographic information (for reporting purposes, such as gender, IEP status, ELL status, etc.)
- Organization number (e.g., School or district identifier, state ID, or other number)

As students use the Services, additional collected data may include:
- Assessment results and scores, including:
  - Academic performance and placement
  - Psychographic information (e.g., emotionality, confidence)
  - Screening results (optionally administered by the School or Authorized Person; e.g., dyslexia, cognitive, social, and physical development)
- Curriculum progress
- Audio recordings (e.g., students reading passages aloud)
- Responses to writing prompts
- Math journals
- Chat text logs between students and our certified teachers
- Certificates of achievement and curriculum completion
- Analytical data measuring a student's usage of and engagement with our Applications and learning activities (e.g., login frequency, click frequency, time between responses, time spent using the Applications, etc.)

Teacher and Administrator Account Data

Imagine Learning also collects a limited amount of information about teachers and administrators. This information includes:
- Teacher first and last name
- Email address
- School or district name
- State
- SSO ID (for single sign-on functionality)

As teachers and administrators use the Services, additional data collected may include:
- Certificates of completion for online training
- Analytical data measuring a User's usage of and engagement with our Applications and learning activities (e.g., login frequency, click frequency, time between responses, time spent using the Applications, etc.)

Data collected by Our Websites, Applications, and Online Services

Contact data provided by you (or an Authorized Person) voluntarily may be collected with comments or requests for information. This information may include:
- First and last name
- Email address
- Phone number
- State and Zip code
- Title and organization name

Additionally, the following data may be collected and generated automatically:
- Device data (such as hardware model and operating system version)
- Analytical data (such as click frequency, time between responses, and time spent using the Services)
- Behavioral data (such as pages visited, interactions with our social media offerings)
- Log data (such as browser type, language preference, time zone, log-in and log-out times, internet connection information)
- Cookie data

Data Control

You always remain in control of the information you provide to Imagine Learning. **If you are a student who was enrolled by an Authorized Person, you must contact the School or Authorized Person regarding any questions or concerns related to your PI.** PI obtained by Imagine Learning from a School or Authorized Person continues to be under the ownership and control of that School or Authorized Person. For more detailed information about Imagine Learning's compliance with various state and federal laws and regulations, see the Imagine Learning Privacy Policy FAQ.

Parents and Legal Guardians

Imagine Learning acknowledges the rights of parents and legal guardians to review any educational data pertaining to their children under FERPA. Imagine Learning promptly routes requests made by parents or legal guardians to the School or Authorized Person for verification of the requester's identity. Imagine Learning will assist the School or Authorized Person as needed to provide parents and legal guardians access to the requested information within a reasonable time frame.

Data Use

Data Collection for Educational Services

Information we collect (student, teacher, and administrator data) is used to provide educational services. For example, Imagine Learning may, as part of the Services, record audio of a child reading and speaking. The audio recording is played back to the child through the Services so she hears how she sounds, which improves student reading and language fluency. Teachers may later choose to listen to these audio files for an accurate and descriptive measure of student progress.

Other data are similarly collected to enhance the teaching and learning outcomes of both students and educators. Imagine Learning tracks and assesses a student's development as he progresses through the curriculum. Reports generated by this information enable teachers to evaluate student progress, to identify students who need intervention, and to discover students that can be taught together as a group.

Imagine Learning may use PI it collects, either separately or in combination with pre-existing data, for the following educational purposes:
• To provide, maintain, secure, and operate the Services (such as authenticating users and troubleshooting problems as requested by an Authorized Person or User);
• To develop and improve our Services for you;
• To customize your experience or content within our Services;
• To track and assess student development and progress through our Applications;
• To generate reports that allow parents, teachers, and other Authorized Persons to evaluate student progress, identify students who need intervention, and discover students who can be taught together as a group;
• To email parents, teachers, and other Authorized Persons about new features and other information related to our Services;
• To conduct aggregate statistical studies and perform research for Authorized Persons;
• To protect Imagine Learning and our Users, such as conducting audits or notifying Schools of inappropriate or potentially harmful behavior;
• To assist students who request online help from our state-certified, security-cleared teachers who are employed by Imagine Learning to provide individualized instruction; and
• Other educational purposes requested and sanctioned by an Authorized Person.

Like many online service providers, we also collect device, analytical, and log data about how Users use and engage with our Services. This information helps us maintain and improve the consistency, performance, and availability of our Services across platforms and devices.

Browser session cookies are used in our student-facing Services. These temporary cookies are erased from your device's memory when you close your Internet browser or turn off your computer. We also utilize persistent cookies, which are stored on your device until they expire or until you delete them. These cookies and other data collection technologies help you more easily navigate our Services. For example, a cookie may be used to store a School's site code to eliminate a student's need to enter it each time he logs in. No marketing or advertising cookies are used in the Services used by students. For additional information about cookies and how to opt out, see the Cookies section of the Imagine Learning Privacy Policy FAQ.

Data Collection for General Business Purposes

In our non-student Websites and Services, we use website tracking tools such as Google Analytics, Eloqua, Google reCAPTCHA, and Social Media widgets for analytics, behavior tracking, lead management, tag management, and protecting our Services from spam and abuse. We also use these technologies for the following business purposes:
• To analyze which pages you visit, and which features you use in our Services;
• To provide features such as social sharing widgets and videos;
• To measure advertising and promotional effectiveness;
• To assess which areas of our websites you visit to remarket to you after you visit our site; and
• To provide content to you from our third-party content partners.

Imagine Learning's Services do not currently respond to "Do Not Track" signals sent by your browser. For detailed information about cookies and how to opt out, see the Cookies section of the Imagine Learning Privacy Policy FAQ.

Our web forms, which allow visitors to express interest in our Services, collect contact information and other PI. Completed forms include data used by Imagine Learning to respond to requests.

Sale of Data, Marketing, or Targeted Advertising

Imagine Learning does not sell PI or disclose collected PI. Imagine Learning does not market to or survey students, nor is PI used or disclosed for behavioral targeting of advertisements to students. School staff may be invited to provide feedback about their experiences, but participation is never required. Students are occasionally asked to provide feedback on their enjoyment level of various aspects of the Services.

Data Access and Sharing with Third Parties

Imagine Learning may, at times, share certain pieces of PI with third parties that help us provide our Services. These third-party suppliers are considered "sub-processors" under applicable data protection laws because they process (e.g., store) personal data. We expect and require that these sub-processors implement appropriate security measures to safeguard personal data, and that they comply with applicable data protection laws. A list of these sub-processors can be found in the Sub-processors section of the Imagine Learning Privacy Policy FAQ.

Imagine Learning discloses personal data to public authorities ONLY IF required by law. In the event of a required disclosure, Imagine Learning will notify affected Schools or Authorized Persons.

Data Retention and Management
Data maintained by Imagine Learning are protected in a secure environment. See the **Security Overview** section of this document for more information about Imagine Learning security practices.

All PI held by Imagine Learning is destroyed or de-identified upon one of the following (i) after termination of our relationship with a School or Authorized Person, (ii) when it is no longer needed for the purpose for which it was provided, (iii) when advised to do so by the School or Authorized Person, or (iv) as directed by agreement with the School.

De-identified data (anonymous data with all PI removed) is maintained and used for reporting, analytics, and statistical research. This research helps us evaluate the effectiveness of Imagine Learning and improve our Services for you and other customers. We do not attempt to re-identify information that has been de-identified.

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

Data Destruction
Imagine Learning employs United States Office of Education best practice recommendations for data destruction, as follows:
• Personal information is de-identified or destroyed after the termination of a contract, when it is no longer needed, or when advised to do so by the School or Authorized Person. In cases of de-identification, identifiable information is purged or obscured in such a way that the remaining data cannot be re-identified alone or in combination with other data. See also 'Data Retention and Management'.
• Where possible, personal information is destroyed using National Institute of Standards and Technology (NIST) clear method sanitization that protects against non-invasive data recovery techniques.
• The individual who performs the data destruction signs a certification form describing the destruction.
• Occasionally, non-electronic media used within Imagine Learning might contain personal data. When these documents are no longer required, the non-electronic media is destroyed in a secure manner (most typically using a shredder) that renders it safe for disposal or recycling.

We recognize the right of Users to review, amend where incorrect, request a copy of, and request destruction of their personal information. Imagine Learning promptly routes such requests to the School or Authorized Person for verification of the requester's identity. Imagine Learning will assist the School or Authorized Person as needed to respond to authorized requests within a reasonable time frame and in compliance with applicable laws and regulations.

Security Overview
Imagine Learning takes data stewardship responsibilities seriously. We have implemented several security measures to protect personal information from unauthorized disclosure.

Software Security
Imagine Learning's privacy and security practices utilize industry-standard tools and techniques to protect your personal information. However, to achieve comprehensive protection of personal information, each School needs to use secure practices as well. We host our Services from within Amazon Web Services (AWS) and Microsoft Azure, both of which are compliant with industry-recognized standards for security and privacy.

In addition to the protections afforded by our cloud hosting providers, Imagine Learning employs other practices to protect personal data. See the Security Practices section of the Imagine Learning Privacy Policy FAQ for detailed information.

Data Security

Compliance with Privacy Laws and Standards

Imagine Learning recognizes the preeminence of federal, state, and local laws, regulations, and policies that govern the privacy and security of your personal information. This section outlines Imagine Learning's compliance with several privacy laws and standards, including FERPA, COPPA, California Education Code § 49073.1 and SOPIPA, the Student Privacy Pledge, and the European Union GDPR.

FERPA

The Family Educational Rights and Privacy Act (FERPA) provides parameters for what is permissible when sharing student information. Imagine Learning is authorized by schools and districts under the FERPA "school official" exception to receive and use educational data to provide educational services. This information has significant educational value. Apart from enabling the creation of accounts with which students access our Services, this information enables teachers to track student growth and identify students who need intervention. We do not collect data for collection's sake, and access is limited and appropriate. See the **Data Use** and **Security Overview** sections of this document for more information about how we use and protect data we collect.

COPPA

The primary users of Imagine Learning are young children. The Children's Online Privacy Protection Act (COPPA) protects children under the age of 13. School officials and teachers are authorized under COPPA to provide consent on behalf of parents; therefore, Imagine Learning does not obtain parental consent directly. An Authorized Person provides consent for a child under the age of 13 to use Imagine Learning Services when they create an Imagine Learning account for that child. For more information about COPPA, visit OnGuard Online.

California Education Code § 49073.1 and SOPIPA

Imagine Learning complies with California Education Code § 49073.1 (AB 1584; enacted 1 Jan 2015) and Student Online personal information Protection Act (SOPIPA; enacted 1 Jan 2016). AB 1584 specifies what local educational agencies (LEAs) must include in contracts with third-party digital record and educational software providers, such as Imagine Learning. SOPIPA sets forth privacy laws for operators of websites, online services, and applications that are marketed and used for K-12 school purposes, even if those operators do not contract with educational agencies. Pupil records obtained by a Service Provider from a School continue to be the property of and under the control of the School. Imagine Learning's policies and practices described herein meet the requirements of both California Education Code § 49073.1 and SOPIPA. To verify our compliance with these requirements, see the detailed information provided in the California Education Code § 49073.1 and SOPIPA Compliance section of the Imagine Learning Privacy Policy FAQ.

Student Privacy Pledge

Imagine Learning is a proud signatory of the Student Privacy Pledge. We take responsibility to both support the effective use of student information and safeguard student privacy and information security. We pledge to carry out responsible stewardship and appropriate use of student personal information and adhere to all laws applicable to us as an educational service provider.

STUDENT PRIVACY PLEDGE SIGNATORY

European Union GDPR

Although Imagine Learning Applications are not currently available to users in the European Union, we are cognizant of our obligations under the EU General Data Protection Regulation (GDPR), particularly regarding the collection and use of data for job applicants. For information about how we treat this information, see the GDPR Compliance section of the Imagine Learning Privacy Policy FAQ.

Your California Privacy Rights

This section provides additional details about the personal information we collect about California consumers and the rights afforded to them under the California Consumer Privacy Act ("CCPA").

Imagine Learning collects and shares personal information for the business and commercial purposes described in the **Data Use** section above. Details about the personal information we have collected over the last 12 months can be found in the **Data Collection** section above. Imagine Learning does not sell (as such term is defined in the CCPA) the personal information we collect and we will not sell it without first providing the option for you to opt out. However, we do use third-party cookies for our advertising purposes as described in the **Data Use** section above.

Subject to certain limitations, the CCPA provides California consumers the right to request more details about the categories or specific personal information we collect including how we use and disclose this information, how to delete their personal information, and how to opt out of any "sales" of this information. The CCPA also protects consumers from discrimination for exercising these rights.

their behalf.

Changes to Our Privacy Policy

Imagine Learning periodically reviews the processes and procedures described in this document to verify that we act in compliance with this Privacy Policy. We may make changes to this Privacy Policy at any time to reflect updates to our Services, applicable laws, and other factors. Changes will be posted 30 days prior to their effective date. We will inform you of any material changes by email and/or by prominent notice on our website and/or our Services prior to the change becoming effective, and we encourage you to periodically review this information. Your continued use of the Services constitutes your acceptance of any changes to this Privacy Policy.

Key Changes Since Last Update

This update includes clarification for California consumers and clarification surrounding changes to this Privacy Policy.

Privacy Policy last updated: July 21, 2020
Privacy Policy last reviewed: July 21, 2020
Privacy Policy effective: August 20, 2020

Imagine Learning's prior policies may be viewed here: https://imaginelearning.com/privacy

Contact Us

If you have questions or concerns about Imagine Learning privacy practices, please email us at privacy@imaginelearning.com, or contact us by mail or phone:

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