

JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Paper Education Company Inc (hereinafter "Contractor"), with its principal place of business at 279 Sherbrooke Street West, Suite 410, Montreal, Quebec H2X 1Y2.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail. The Paper Education Company, Inc. Service Agreement ("Service Agreement") is attached hereto and incorporated herein. In the event of a conflict between the terms of this Contract and the terms of the Service Agreement, the terms of this Contract shall prevail and the terms of the Data Sharing Agreement shall prevail over the terms of this Contract.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide software licensing for Paper (app.paper.co), Paper iOS app, and the Paper Android app which provide schools with unlimited access to a variety of services through a device-agnostic, secure, Educational Support System (ESS). With Paper, students receive Unlimited 24/7 One-on-one Tutoring for all subjects, delivered by a live educator through Paper's Classroom in both English and Spanish. Each online educator is a Paper Employee who is trained in the Socratic teaching method and undergoes a criminal background check prior to employment. Paper also provides students with Essay Review, where students can upload any piece of written work and receive an annotated version of their work within twenty-four hours.

All student activity on Paper is recorded, tracked, and made readily available to school teachers and administrators. This equips teachers with Transparent Insights on how their students are learning outside the classroom and helps educators personalize their instruction.

Paper's Student Success team works closely with each and every partner school to understand the specific needs and goals at each site. Through professional development, student orientations, and much more, Paper ensures that schools are excited and ready to level the playing field for all.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid upfront upon receipt of an invoice from Contractor. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>\$1,286,000.00 USD</u>
Progress Payments (if not applicable insert N/A):	<u>No</u>
Costs/Expenses (if not applicable insert N/A):	<u>No additional costs/expenses</u>
Fund Source:	<u>AO12170-0349-473GL</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on March 9, 2022, and shall complete the Services no later than March 8, 2023, unless this Contract is modified as provided in Article VIII.

ARTICLE V

Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below. Notwithstanding the foregoing, the subcontractors stated under Exhibit A shall be authorized to perform the Services, and Exhibit A may be amended by signed written agreement of both Parties.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Subject to any limitations set forth in the Service Agreement, Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI

Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ninety (90) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination. In the event of a termination for convenience, Board shall not be entitled to refund of any amounts already paid.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) thirty (30) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. ~~If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost.~~ The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

~~Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.~~

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information. Notwithstanding anything to the contrary, Paper may aggregate data for the purposes of providing reports to stakeholders or otherwise as authorized herein, in the Service Agreement or the Data Sharing Agreement.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services, upon reasonable prior written notice at the Board's expense. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of March 9, 2022.

Contractor's Social Security Number or Federal Tax ID Number: ~~24-23167~~

JEFFERSON COUNTY BOARD OF
EDUCATION

PAPER EDUCATION COMPANY INC

By: _____

Martin A. Pollio, Ed.D.
Title: Superintendent

DocuSigned by:
By: David Zaragoza
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Dave Zaragoza
Title: Chief Financial Officer

Cabinet Member: Dr. Carmen Coleman

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.)
State the date the emergency was declared by the superintendent:
2. There is a single source for the items within a reasonable geographic area
Explain why the vendor is a single source:
3. The contract is for the services of a licensed professional, education specialist, technician, or an artist
State the type of service: Education Specialist: Software License
4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —
State the item(s):
5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —
State the type(s) of item(s):
6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —
State the item(s):
7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools—
State the location:
8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —
Explain the logic:
9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —
State the items:

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Dr. Carmen Coleman

Print name of person making Determination

Academic Services

School or Department

Signature of person making Determination

Date

Paper Education Company, Inc.

Name of Contractor (**Contractor Signature Not Required**)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

EXHIBIT A – LIST OF APPROVED SUBCONTRACTORS

Subcontractor Name	Purpose
Google Cloud Canada Corporation	Performance of cloud services through the Google Cloud Platform ("GCP"). GCP is used to host Paper's application used for online tutoring and is entirely hosted in the United States. It is also used as a company back-end, such as to process emails.
Pendo.io, Inc.	Pendo for Education is a digital adoption platform which is incorporated in our tutoring platform and is used to understand usage trends and workflows for students and educators.
FullStory	FullStory is used to improve digital experience through a Digital Experience Intelligence (DXI) platform used to drive digital growth and transformation.
Zendesk	Zendesk is used to provide technical support to users. Zendesk is used in the educational context to provide a flexible support solution allowing us to interact and communicate with users on support channels, to build a knowledge base of help center articles to answer common questions, to run automations and workflows to respond to users' questions, obtain analytics on technical support and managing technical support tickets. Zendesk is hosted in the United States.
Rocket Science Group LLC ("MailChimp")	The Rocket Science Group LLC operates MailChimp, a platform that we used to create engaging emails for administrators, teachers, and other subscribers. It is also used for automating emails based on user journey, sending surveys, and monitoring our email delivery. Mailchimp is only used as a communication tool with adults, such as education specialists, and is not used as part of the students' tutoring services.
Functional Software, Inc. ("Sentry")	Sentry is used within the Platform by developers for error tracking and performance monitoring. Sentry is hosted in the United States, and is SOC 2 Type 1, as well as SOC 2 Type 2 certified. Our developers use this aggregated data in real-time to identify errors, root cause, and bugs within the code.
Tableau Software, LLC	Tableau is an online data analytics platform which is used for visualization and reporting within our online tutoring platform. For instance, it allows school board to obtain aggregated reporting on the use of the platform by their students, and it allows us to provide recommendations to ensure adherence to the services.

Paper Education Company Inc.TM SERVICE AGREEMENT

THIS Paper Education Company Inc. SERVICE AGREEMENT is entered into by and between:

Paper Education Company Inc. a Federal corporation having its principal place of business at 279 Sherbrooke Street West #410, Montreal, Quebec, Canada, H2X 1Y2 ("**Paper Education Company Inc.**"); and

Jefferson County Public Schools is an educational institution having its head office at Vanhoose Education Center, 3332 Newburg Road, Louisville KY, 40218. ("**Customer**").

(each a "**Party**" and collectively the "**Parties**")

RECITALS

WHEREAS, Paper Education Company Inc. has developed an online chat-based platform to provide students access to educators in order to obtain tutoring in connection with their courses, the features of which are more fully set out on Paper Education Company Inc.'s website located at www.paper.co (the "**Platform**");

WHEREAS, Customer wishes to allow its students to access the Platform for their educational use in connection with the courses that they are taking in order to obtain tutoring from educators ("**Educators**"), as well as allowing teachers and administrators to access the Platform;

WHEREAS, Paper Education Company Inc. and Customer wish to set out the contractual terms pursuant to which access to students, teachers and administrators will be given to the Platform.

WHEREAS, the Parties executed the Contract Software License Agreement and the Data Sharing Agreement, along with this Agreement (together, the "**Contract**");

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

1. Purpose and Scope of the Agreement

This Contract contains the terms and conditions relating to the provision on a "software-as-a-service" basis or through a downloadable application of the Platform to students, teachers and administrators (each a "**User**") associated to the Customer. Customer acknowledges that in order to be granted access to the Platform, each User must agree to comply with the terms of service and that the failure to agree to such terms of service or non-compliance with such terms of services may result in the exclusion of the User from the Platform, as these terms of service may be modified from time to time. In the event a User is excluded due to a refusal to be bound by

the terms of service or non-compliance to the terms of service, Customer shall not be entitled to reimbursement of any fees or other charges paid with respect

to such User's access. It is Customer's responsibility to ensure that any parental approval or other formality required by local laws and regulations required for purposes of contractually binding Users is complied with.

Unless specifically indicated otherwise, in case of a conflict between the respective terms of this Contract, the order of prevalence for resolving conflicts shall be (a) the Data Sharing Agreement; (b) the Contract Software License Agreement and (c) this Service Agreement. The District represents and warrants that there is no further restrictive terms affecting the Services.

2. Operation of the Platform

The Platform provides access to Educators using chat functionalities to allow students attending the Customer's institution to obtain tutoring in connection with the courses defined by the Parties. The Platform and Educators are available on a 24 hours / 7 days per week basis, subject to the limitations set out in the Service Levels defined in this Agreement. Customer acknowledges that Educators qualified to interact with students on all courses topics may not be available at all times. Teachers and administrators have access to the Platform and are provided with means to assess interactions between students and Educators.

Students may access the Platform only for their educational use in connection with the courses for which they are registered at the Customer's institution. There are no limits to the number of interactions a student may have through the Platform, provided that these stay within reasonable bounds and do not become abusive.

In order to provide access to the Platform to Users, Customer must provide all necessary data set out in Appendix A of the Data Sharing Agreement, in the specified electronic format so as to allow Paper Education Company Inc. to configure all accounts.

The pricing set out in Schedule "A" is for the maximum number of students indicated in such Schedule. To the extent that Customer wishes to allow access to the Platform to a number of students that exceeds the number set out in Schedule "A", Customer will be offered the option to do so at the price per additional student set out in Schedule "A", subject to the minimum quantities detailed in such schedule. The fee per student access shall not be prorated regardless of the point at which during a contract year new accesses are granted to the Platform. Additional accesses granted during the term shall be confirmed through electronic communications or in writing by Paper Education Company Inc..

3. Acceptable Use of the Platform

Customer acknowledges that the following types of behaviour by Customer or its Users of the Platform are unacceptable:

- (a) Posting or transmitting material that infringes, misappropriates or violates another person's intellectual property rights;
- (b) Posting or transmitting material that violates any right of publicity, right of privacy or other similar rights;
- (c) Using the Platform for purposes of stalking, harassing, threatening, bullying or other similar behaviour;
- (d) Posting or transmitting material that is defamatory, sexual in nature (other than as justified in light of the course content), obscene, offensive or discriminatory;
- (e) Posting or transmitting any defamatory, pornographic, inaccurate, abusive, obscene, profane or offensive content.
- (f) Compromising the integrity or operation of the Platform or attempting to do so;
- (g) Tampering with, reverse-engineering, or hacking the Platform, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Platform, related systems, networks, or data;
- (h) Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to the Platform than a human could reasonably send in the same period of time by using a normal browser;
- (i) Making an unreasonable or abusive use of the access provided to the Platform;
- (j) Generating and sending unsolicited commercial communications, advertising chain letters or spam;
- (k) Uploading viruses, bots, worms, scripting exploits or other similar materials;
- (l) Posting or transmitting content that is intended to be inflammatory;
- (m) Using the Platform to recruit or solicit for employment or consulting Educators;
- (n) Otherwise engaging in behaviour that is illegal.

Paper Education Company Inc. will use reasonable efforts to monitor profiles, actions, comments, and general usage of the Platform and suspend privileges to any User or Educator not adhering to the policies of the Platform. Customer agrees to promptly report any alleged improprieties of any Users or Educators of which it becomes aware via electronic correspondence so as to enable Paper Education Company Inc. to investigate such alleged improprieties.

4. Professional Development

Paper Education Company Inc. agrees to provide or support professional development in order to promote the use of the Platform as further detailed in Schedule "A". Unless expressly provided in Schedule "A", all such services shall be provided remotely by Customer.

5. Term of the Agreement

The initial term of the Agreement shall be as specified in Schedule "A".

6. Restrictions on Use of the Platform

Customer agrees that it shall not itself or allow any User to: (a) sell, lease, license, sublicense, loan, encumber or otherwise transfer its right to use the Platform to a third party, in whole or in part, except as permitted under this Agreement; (b) make modifications, corrections, alterations, enhancements or other additions to the Platform; (c) provide, disclose, divulge or make the Platform available to a third party by online services, remote dial-in or network or telecommunication links of any kind, other than as permitted in this Agreement; (d) circumvent the Platform's authentication or security access control systems or assist others to do so; and (e) disclose access credentials to unauthorized parties or fail to implement reasonable security measures to prevent such an occurrence.

7. Intellectual Property in the Platform

Customer recognizes and agrees that all trade-marks, inventions (whether patentable or not), patent applications, patents, industrial designs, works protected by copyright, trade secrets, know-how or other intellectual property in or related to the Platform, including any suggestions that Customer or any User may make regarding the functionalities or other technical aspects (the "Platform Intellectual Property") are, as between the parties, the exclusive property of Paper Education Company Inc.. Upon the request of Paper Education Company Inc., Customer shall provide any reasonable documentation required to confirm Paper Education Company Inc.'s ownership in the Platform Intellectual Property. For clarity, Paper Education Company Inc. shall not own any content added to the Platform by Users or Customer, which content is licensed pursuant to the terms of this Agreement.

This Agreement does not grant Customer the right to access or obtain the source code of the Platform nor any programming documentation.

All rights, titles and interests that are not expressly addressed in this Agreement are expressly reserved by Paper Education Company Inc..

8. Hosting of Platform

Unless otherwise expressly set out in Schedule "A", the Platform and associated data will be hosted in facilities located in the United States.

9. Service Level

Notwithstanding anything to the contrary in the Contract, the Platform shall be available 95% of the time, calculated on a monthly basis. The Software shall not be considered unavailable to Customer if Customer's inability to access or use the Platform arises due to problems with Customers' or Users' hardware or software, or due to problems with third-party telecommunication services or networks.

Periods during which the Platform is unavailable due to a force majeure event or previously-scheduled maintenance shall not be counted as downtime for the purpose of this provision. Paper Education Company Inc. shall take commercially-reasonable measures to ensure that scheduled maintenance takes place between 7AM ET and 9AM ET and that Customer receives advanced notice of any such maintenance.

Notwithstanding the foregoing, Customer acknowledges that Paper Education Company Inc. may need to perform emergency maintenance, for example to install security updates, without notice and that no such interruption of access to the Platform shall be considered unavailability for the purpose of calculating the service level.

10. Technical Support

Paper Education Company Inc. agrees to provide remote technical support to Customer via telephone, chat, email or other efficient communication method between 9AM ET and 5PM ET, Monday to Friday, except holidays as observed by Paper Education Company Inc.. The purpose of the remote assistance service is to attempt to identify and resolve functional problems in the Platform. Technical support shall be requested by Customer representatives, not by students.

Each communication received will be given a severity level by Paper Education Company Inc. according to the following guidelines:

- a) Major Problem: when the Platform is not operational or has suffered a major loss of capability resulting in the inability to use the Platform, or if a failure is so frequent that it precludes productive use of the Platform or when the Platform is operational but its capability is severely degraded, such as the inability to run a major application within the Platform, a critical product feature or function does not work, or a failure requires on-going intervention in order to maintain productive use;
- b) Minor Problem: when the Platform is operational and the problem does not result in a significant impact on the performance of the Platform

Paper Education Company Inc. shall exercise all commercially reasonable efforts to meet the following response times:

- c) Major Problems will be acknowledged within 4 business hours and resolved within 3 business days; and
- d) Minor Problems will be acknowledged within 1 business days and resolved in a subsequent update.

Technical support services shall not include services: (a) in respect of User hardware and software problems; (b) in respect of education, installation, training or customization; (c) in respect to the use of the Platform in violation of this Agreement; (d) in respect of defects in or caused by third party software or hardware; (e) problems arising from network connectivity.

Paper Education Company Inc. shall not be responsible to correct any defect or other failure of performance of the Platform caused by the following: (a) use of the Platform that materially deviates from the documentation included in the Platform; (b) modification, customization, alteration or addition or attempted modification, customization, alteration or addition to the Platform; or (c) the abuse or misuse of the Platform.

Paper Education Company Inc. may update the Platform from time to time and shall make commercially reasonable efforts to advise the Customer in advance of all updates that materially affect the functionality of the Platform.

Paper Education Company Inc. shall be under no obligation to refrain from updating the Platform or delay in performing such updates.

11. Monetary Consideration

In consideration for the access granted herein to the Platform, Customer shall pay Paper Education Company Inc. the fees set forth in Schedule "A". Unless otherwise provided in Schedule "A" or as otherwise set out herein, the fees are payable in advance within thirty (30) days for the beginning of the initial term and any renewal terms. Except as otherwise set out in Schedule "A", the fees may be increased by Paper Education Company Inc. by giving the Customer thirty (30) days' prior written notice at any point in time and will be applied at the following invoice to be issued to the Customer. Customer shall have the option of terminating the Agreement by providing written notice if it disagrees with the price increase set out in Provider's written notice, provided this is done no later than at the expiration of the notice period. Except as otherwise noted in Schedule "A" to this Agreement, in the event that Customer adds additional student access during the term, fees associated with such additional accesses shall be payable within thirty (30) days of the end of the term during which they are requested. Except as otherwise noted in Schedule "A" to this Agreement, additional accesses may be purchased only in a minimum quantity of ten (10) student accesses at a time. There are no limits on the number of administrator and teacher accesses to the Platform and no charge for such accesses.

Except to the extent that Schedule "A" expressly provides for a right to terminate for convenience, all amounts payable under this Agreement shall be non-refundable. Notwithstanding the foregoing, in the event of a permitted termination for convenience, Paper Education Company Inc. shall refund to Customer the unused portion of any prepaid fees on a proportional basis to the date of termination.

All payments shall be exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency. Customer shall be liable for payment of all such taxes, however designated, levied or based on Customer's or its Users' possession or use of the Platform including, federal, provincial, state or local sales taxes. Customer agrees that all amounts payable by Customer pursuant to this Agreement shall be paid without any deduction or withholding on account of any taxes, monetary transfer fees, or other charges or withholdings of any nature,

except to the extent that the deduction or withholding of any tax is required by applicable law, in which event Customer shall (i) pay to Paper Education Company Inc. such additional amount as is necessary so that Paper Education Company Inc. receives, after such deduction or withholding (including any withholding with respect to this additional amount), an amount equal to the amount that Paper Education Company Inc. would have received if such deduction or withholding had not been made and (ii) deliver to Paper Education Company Inc. within thirty (30) days after the date of such payment an official receipt of the relevant taxing authority showing that Paper Education Company Inc. paid to such taxing authority the full amount of the tax required to be deducted or withheld. Paper Education Company Inc. shall take reasonable administrative actions, if possible, to lawfully mitigate or to help recover on behalf of Customer any withholding taxes, if and only if none of the foregoing actions would operate to prejudice Provider with respect to its tax liability or otherwise.

All prices are expressed in United States Dollars.

12. Confidentiality

Except as may be expressly provided by this Contract or applicable laws, the Parties acknowledge that Content contributed by Users to the Platform is not confidential as the functionality of the Platform are based on student interactions being visible in whole or in part to administrators and teachers. Except as otherwise provided by this Agreement, Paper Education Company Inc. shall not use the Content contributed by Users other than for purposes of operating the Platform for the Customer and its Users' benefit. Paper Education Company Inc. may however compile and use aggregated data (which for clarity shall not include any personally identifiable information) pertaining to the Platform derived from multiple educational institutions for purposes of (i) further developing the Platform or related products or services; (ii) compiling and disseminating data regarding the use and content of the Platform as well as the courses for which tutoring is offered on the Platform. Personally Identifiable Information provided to Paper Education Company Inc. by Customer or Users shall be treated as confidential information and is subject to Paper Education Company Inc.'s privacy policy set out in Schedule "B" to this Agreement, which may be updated from time to time by Paper Education Company Inc. by posting updates on its website. The contractual terms of this Agreement constitutes confidential information of Paper Education Company Inc..

During the performance of this Agreement, one Party (the "Disclosing Party") may authorize the other Party (the "Receiving Party") to access or host confidential information (hereinafter the "Confidential Information"). Subject to the other terms of this Agreement, Confidential Information shall include, without limitation, personally identifiable information, log-in credentials, contracts, technical or financial information, databases, trade secrets and know-how. Confidential Information shall not include information that (i) is or will become public other than as a result of a breach of this Agreement or (ii) was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party, as evidenced by written documents.

The Receiving Party shall preserve the confidentiality of any Confidential Information, and shall refrain from using or disclosing the same for any purpose not previously approved in writing by the Disclosing Party or otherwise provided in this Agreement. However, the Receiving Party may disclose Confidential Information in cases where (i) the information is made public through no fault of or contribution by the Receiving Party; (ii) the information was made available to the Receiving Party by a third party that was legally in possession thereof and was free to disclose same; (iii) the information was independently acquired by third parties without access to or knowledge of the Confidential Information; or (iv) this disclosure was required by law or a court order, provided that the Receiving Party gives the Disclosing Party enough advance warning of this requirement so as to give the latter enough time to adopt whatever measures may be needed to avoid or limit the disclosure.

Upon request or upon termination of this Agreement, the Receiving Party shall immediately return or, at the option of the Disclosing Party, destroy the Confidential Information. Moreover, at the request of the Disclosing Party, the Receiving Party agrees to certify, by means of an affidavit, that all of the Confidential Information has been returned or destroyed, as the case may be. However, Paper Education Company Inc. may retain an archival copy of all confidential information disclosed to it, to the extent required by law, regulation, or court order, or to comply with accounting principles.

13. Termination

The termination rights shall be found in the Contract. If the Contract Software License Agreement is terminated for any reasons, this Agreement shall also be terminated.

All rights to access and use the Platform expire when this Agreement is terminated, regardless of the reason for termination, and no right of use or other such right to access the Platform shall subsist for Customer and all Users.

14. Responsibility for Content and Disclaimer of Representations, Warranties, Conditions

Customer and its Users are solely responsible for any content, messages, photos, videos, reviews or profiles (collectively, "Content") that are published or displayed (hereinafter, "post") on the Platform, or transmitted to other users of the Platform. Customer and Users shall not post any Content that violates is unacceptable pursuant to the terms of this Agreement. Customer understands and agrees that Paper Education Company Inc. may choose to review and delete any Content, in each case in whole or in part, that in the sole judgment of Paper Education Company Inc. violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Platform. Customer and its Users grant complete access to institutions affiliated to Customer to review, record and process any Content that has been provided on the Platform. Institutions affiliated to Customer who have been granted access to their student's conversations agree that any information transmitted by Users and Educators shall not be shared with individuals outside of their institution. By posting Content to any public

or member area of the Platform, Customer and its Users automatically grant to Paper Education Company Inc., its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, make available, distribute, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. Such license may be used by Customer subject to the restrictions and limitations provided by this Agreement. Customer further represent and warrant that public posting and use of User Content by Paper Education Company Inc. will not infringe or violate the rights of any third party.

Use of the Platform, including but not limited to the Content posted on the Platform, must be in accordance with any and all applicable laws and regulations. Opinions, advice, statements, offers, or other information or content made available on the Platform or through the Platform, but not directly by Paper Education Company Inc., are those of their respective authors. Such authors are solely responsible for such content. Paper Education Company Inc. does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Platform or available through the Platform, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statements made by any party that appears on the Platform or through the Platform. Under no circumstances will Paper Education Company Inc. or its affiliates be responsible for any loss or damage resulting from: a) your reliance on information or other content posted on the Platform or transmitted to or by any User; or b) reviews or comments made about any User on the Platform by other Users.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, Paper Education Company Inc. PROVIDES THE PLATFORM AND ANY AND ALL ASSOCIATED SERVICES ON AN "AS IS" BASIS AND GRANTS NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE PLATFORM (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Paper Education Company Inc. DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET CUSTOMER OR USER REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. Paper Education Company Inc. DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, Paper Education Company Inc. MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY MEMBER OF THE PLATFORM TO PROVIDE SERVICES AS AN EDUCATOR OR TO SECURE THE SERVICES OF AN EDUCATOR, INCLUDING, WITHOUT LIMITATION, PARTICIPANTS IN ANY THIRD PARTY VERIFICATION SERVICE OFFERED ON THE PLATFORM. Paper Education Company Inc. DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE PLATFORM, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN Paper Education Company Inc.. UNDER NO CIRCUMSTANCES WILL Paper Education Company Inc. BE

RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

15. Limitation of Liability

Notwithstanding anything to the contrary, and to the maximum extent permitted under applicable laws, in no event will Paper Education Company Inc. or its Affiliates, be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Platform, including without limitation damages related to any information received from the Platform, removal of Content from the Platform, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Platform, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Paper Education Company Inc. or its Affiliates, or representatives thereof, are advised of the possibility of such damages, losses or expenses. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL Paper Education Company Inc.'S OR ITS AFFILIATES AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE PLATFORM, EXCEED THE PRICE PAID BY THE CUSTOMER FOR THE INITIAL TERM of this Agreement as defined in Schedule A.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Paper Education Company Inc. OR ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM INTERACTIONS WITH OTHER MEMBERS OF THE PLATFORM, WHETHER ONLINE OR OFFLINE.

In addition to the preceding paragraphs of this section and other provisions of this Agreement, any advice that may be posted on the Platform is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Paper Education Company Inc. makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Platform.

16. Links to External Sites

Links from the Platform to external sites (including external sites that are framed by Paper Education Company Inc.) do not constitute an endorsement by Paper Education Company Inc. of such sites or the content, products, and other materials presented on such sites or of the products

and services that are the subject, but are for users' reference and convenience. Customer and its Users' access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Paper Education Company Inc. does not control such sites, and is not responsible for their content. Just because Paper Education Company Inc. has hyperlinks to such sites does not mean that Paper Education Company Inc. endorses any of the material on such sites, or has any association with their operators. Customer further acknowledges that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Paper Education Company Inc.'s terms of use and privacy policy. Paper Education Company Inc. expressly disclaims any liability derived from the use and/or viewing of links that may appear on the Platform. Customer hereby agrees to hold Paper Education Company Inc. harmless from any liability that may result from the use of links that may appear on the Platform.

17. Compliance with Privacy Legislation

Paper Education Company Inc. requires Customer to obtain all necessary consents for the online collection, processing and transfer of information of students through the Platform, including without limitation any consent required by applicable laws for children under the age of 13. Customer should refrain from taking steps to register students for the Platform unless all required consents have been obtained. Customer must ensure that parents have access to the Paper Education Company Inc. privacy policy and terms of use. Paper Education Company Inc. will not knowingly collect any information from children under 13, except to the extent permitted by applicable laws. Should Paper Education Company Inc. determine that all required consents have not been obtained for particular students, it shall be entitled to immediately terminate access to the Platform for such students.

18. Third Party Verification Service

Paper Education Company Inc. relies on a third-party verification service to verify information such as, but not limited to, name, address, social insurance number, and criminal background of Educators. Customer does hereby represent, understand and expressly agree that Paper Education Company Inc. is a conduit for the third-party verification service and does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party verification service.

19. Indemnification

To the extent allowable by law and subject to the limitations set forth herein, each party agrees to indemnify and save harmless each other party from and against any and all losses, liabilities, expenses (including, without limitation, reasonable fees and disbursements of counsel), claims, liens, damages or other obligations whatsoever (collectively, "Claims") that may actually and

reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of their respective representations or the breach of any of their respective warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered pursuant to this Agreement; provided, however, that no claim for indemnity may be made hereunder if the facts giving rise to such Claim were in writing and known to the party seeking indemnification hereunder, such facts constituted a breach of the conditions to closing of the party seeking indemnification and the party seeking indemnification elected in any event to consummate the transactions contemplated by this Agreement. In addition, to the extent that applicable insurance coverage is available and paid to the party seeking indemnification hereunder with respect to the Claim for which indemnification is being sought, such amounts of insurance actually paid shall be deducted from the amount of the Claim for which indemnification may be sought hereunder and the indemnified party may recover only the amount of the loss actually suffered by the party to be indemnified. To the extent that such insurance payment is received subsequent to payment by the indemnifying party hereunder, the indemnified party shall reimburse the indemnifying party, up to the amount previously paid by the indemnifying party, for the amount of such insurance payment.

20. Miscellaneous

Nothing in this Contract shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

Customer shall not sell, transfer or assign any right, title or interest it has in or pursuant to this Agreement, without the prior written consent of Paper Education Company Inc.. Any assignment not in accordance with this provision shall be void. Paper Education Company Inc. may, upon notice to Customer, sell, transfer or assign any right, title or interest it has in this Agreement, if such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business; or (b) is made to one of its affiliates.

This Contract shall constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the Parties' authorized representatives.

21. Jurisdiction and Choice of Law

The jurisdiction and choice of law are those set forth in the Contract.

SCHEDULE A CUSTOMER-SPECIFIC PARAMETERS

1. *Initial Term of the Agreement*

March 9th, 2022- March 8th, 2023

2. *Student Access Included in the Scope of the Agreement and Fees Payable*

Unlimited Access for all students in Grades 6-12 at Jefferson County Public Schools, inclusively. The fees payable will be \$33.00 USD per student, for a total of \$1,386,000.00 USD.

Paper will provide Jefferson County Public Schools with a one time first in state grant of \$100,000.00 USD. Bringing the total owed to paper for the 2022-2023 partnership to \$1,286,000.00USD.

3. *Fees Payable for Additional Student Accesses*

Students may be added at a rate of \$33.00 USD per student per year.

4. *Data to be Provided by Customer to Activate Accesses to the Platform*

The customer must provide a user's first name and last name, email address, grade, and any relevant class rostering information.

5. *Details of Professional Development*

Paper Education Company Inc. will execute professional development. Paper Education Company Inc. will provide customer support and training throughout the year to Jefferson County Public Schools and its stakeholders.

6. *Special Terms*

PAPER Education Company Inc. (PAPER) and Jefferson County Public Schools agree that the total cost of the partnership will be dependent on the delivery of the expected outcomes. The details of the cost breakdown is listed in Table 1.1 below. The measurement of success will be "Total Number of **Learning Moments" from March 9, 2022- March 8, 2023, inclusively.**

PAPER and Jefferson County Public Schools agree that In order for the Total Number of Learning Moments to be measured, the following implementation and support checklist must be completed:

- Strategic Planning Meeting**
- District Kickoff Meeting**
- Formation of district task force**
- Designated site leads at all sites**
- Admin Info Meeting**
- Monthly meetings - District level**

- Monthly group meetings - Site level
- Adhere to marketing plan
- 75% of teachers complete Paper Trails

Learning Moments will be defined as the following:

Any instance when a Jefferson County Public School student interacts with a Paper educator, one-on-one, for whatever length of time.

Any instance when a Jefferson County Public School student submits a file to the Paper Essay Review, to be reviewed.

PAPER expects Jefferson County Public School to reach over 42,000 Learning Moments from March 9, 2022- March 8, 2023, inclusively. Variable partnership total costs are listed below.

Table 1.1

Total Learning Moments	Change in Cost	Total Partnership Cost
<33,600	-20%	\$1,028,800.00 USD
33,601-41,999	-10%	\$1,157,400.00 USD
42,000+	0%	\$1,286,000.00 USD

SCHEDULE B

PRIVACY POLICY

This Privacy Policy covers how we process personal information within our Educational Support System services, which includes our tutoring services, our platform, support and maintenance services, reporting and hosting (together, our “Services”).

If you have any questions, concerns or inquiries regarding the collection, use or disclosure of your personal information or concerning this Privacy Policy, do not hesitate to reach out to us. You can e-mail us at privacy@paper.co, or reach us by mail at the following address:

Paper Education Company Inc.
279 Sherbrooke Street West, Suite 410
Montreal, QC, H2X 1Y2
Canada

1. What is personal information?

This Privacy Policy applies to personal information. We consider that “personal information” means any information which allows us to identify you directly or indirectly, including “cookies” and other electronic data. Some information may not be personal on its own but may become personal information if associated with other information or if the sum of the information allows us to identify individuals.

A “cookie” is an information that a website puts on a computer’s hard disk so that a website or web application can remember something about individuals at a later time. In this Privacy Policy, when we refer to “cookies” we also include other technologies with similar purposes, such as pixels, tags and beacons. For more information on cookies, you can refer to websites such as <http://www.cookiecentral.com/> and <https://www.allaboutcookies.org/>.

2. When is this Privacy Policy not applicable?

This Privacy Policy only applies to how we process the personal information of our users within our Services and does not apply to our marketing activities and website which are not within the Services. We do not leverage user data for marketing purposes.

Our Services may contain links towards external services which are not part of the Services. For instance, a tutor may provide a student with a link to a website to learn more about a certain topic. These external services are not covered by this Privacy Policy.

3. What personal information do we process, and for which reasons?

We collect the following types of personal information:

(a) Educational and Identification Information

When we on-board new educational institutions, we receive the following information from educational institutions which is used to create accounts or to manage students and teachers' accounts if an integration with Google G-Suite is used instead of accounts:

- Name of students and teachers
- Usernames
- Classes that students are enrolled in
- E-mail addresses
- Other information which educational institutions may deem necessary, such as student IDs

This information is used to create an account and manage the Services, such as to offer e-mail notifications, if the user opt-in. We typically receive such information from educational institutions in a CSV file.

If the Services are integrated with Clever, then class rosters are automatically updated within our Services whenever students or teachers change classes or switch schools. Clever is a service that we use to integrate with most student information systems, and which securely syncs Educational and Identity information systems with our database. Clever is only available to educational institutions who are registered to use this service and is synchronized daily. We also use ClassLink as an additional integration tool. If an educational institution does not use Clever nor ClassLink, then the information is updated manually when we receive updates.

(b) Credentials

Once accounts are created, students and teachers who are using our Services can connect using their username and passwords, or through a single sign-on services offered by third parties such as Google G-Suite with which our Services integrate without the need to create distinct accounts. Educational institutions using Clever may also connect through a single sign-on functionality integrated through Clever. The information related to each account includes full name, username, e-mail, password and grade levels for students. We also collect each student's preferred language so that they are connected with appropriate tutors.

(c) User Generated Information

User Generated Information includes any information generated by students or teachers when using our Services, such as:

- Transcript of conversations, along with documents shared and emojis used;
- Feedback on tutoring sessions;

- Essays submitted for review, along with related information provided by students, such as the essay title, language, teacher's instructions and similar educational requirements;
- Essays reviewed through our tutoring services; and
- Questions asked by students.

The Services have different views depending on the identity of the user. For instance, teachers, school administrators and district administrators each view the information related to students under their authority. This information includes transcripts of conversations, questions asked, student usage, active and expired licenses. School and administrators generally have access to the same information than teachers except that the identity of the students concerned may vary. When referring to teachers under this Privacy Policy, we imply such administrators as well.

When using the Services, students can ask questions which are then matched automatically by our algorithms with related topics associated with their grades. In some cases, the available classes may be personalized, such as for sports programs, and our algorithm is then adjusted accordingly. Students can also access live classrooms, in which they can share files but also use a digital whiteboard. Each session is recorded in the history tab and associated with an ID. All sessions' transcripts are accessible by both the student and the teacher.

User Generated Information is also used to create reporting for teachers. For instance, teachers receive a monthly report on how students in their classes are using our Services, such as the top questions asked and the top students users.

We process User Generated Information in order to offer our Services to educational institutions, such as to allow students to obtain tutoring services and teachers to oversee what their students are doing within our Services.

(d) Usage and Performance Data

In order to understand how our Services perform and which functionalities are used, we collect Usage and Performance Data. These may include bugs, errors and logs which are generated by users, and other data collected in using an anonymous ID associated with users. Such personal information can be used for support and maintenance, and for troubleshooting.

(e) Support Data

When users are navigating the Services, they may have some questions on how to use the Services or face some bugs or errors. To assist users, we have a support desk available to respond to support requests. We collect any information shared with us through support services.

(f) Electronic Data

Online services automatically collect Electronic Data about users in order to allow us to deliver the Services. Electronic Data includes:

- IP address
- Device and browser information
- Screen resolution
- Operating system name and version
- Device manufacturer and model

This information is used to fix bugs, to remember important information, to present the Services in the preferred language and enhance security. Electronic Data is also used to provide notifications to users about activities within the Services. For instance, our service provider automatically places a single pixel gif, also known as web beacons, which enable us to recognize when a user has opened an e-mail or clicked a certain link in an e-mail. This technology requires collecting e-mail addresses, IP addresses as well as the date and time associated with each open and click for a notification. The data generated is then considered Usage and Performance Data. Our Services also include browser notifications which require Electronic Data.

4. Do you use any cookies as part of the Services?

We only use cookies as necessary to provide the functionalities within our Services, which means that our Services do not contain any marketing cookies and that we do not conduct interest-based advertising. Our Services only contain essential, functional and analytic cookies as described below.

Type of cookie	Description
Essential	Essential cookies are necessary to operate the core functions of our Services. These include login cookies, session ID cookies, language cookies as well as security cookies.
Functional	Functional cookies are used to provide you with some functionalities, such as live chatting, and to remember preferences, consents and configurations.
Analytics	Analytics cookies are used to generate aggregated statistical data about traffic and behavior of users when using our Services.

You can manage your cookie preferences through your browser using the instructions provided below by clicking on the browser that you are using. However, by blocking essential and functional cookies, parts of the Services may not be available.

[Google Chrome](#)

Firefox
Safari
Internet Explorer
Opera

5. How do we obtain consent from students?

Most of the students who are using our Services cannot consent to the processing of their personal information under applicable laws, and a parental consent is required. The educational institutions which retain our Services are responsible for obtaining such consent in accordance with applicable laws from parents.

6. Where is personal information stored?

We offer hosting in both Canada and the United States depending on where the educational institution which retains our Services is located. However, we use third-party service providers which may be in other countries than where education institutions are located.

7. How is personal information protected?

We seek to implement controls that are proportional to the risks to protect the privacy of students and other users. For instance, we use multi-factor authentication, SSL encryption, physical access controls to files and buildings and secure file transfer protocols with encryption. Our cloud service provider, Google Cloud Platform, maintains several independent verifications of its security, privacy and compliance control, such as ISO 27017, ISO 27018 and ISO 27001. You can review Google Cloud Platform's safeguards on Google's Trust & Security Center available [here](#).

We also expect our service providers to provide adequate level of security for personal data.

8. How is personal information shared with third parties within the Services?

We do not sell any personal information of our users, and we do not use personal information for any other purposes than to provide the Services, which means that we do not share it with marketing partners. We do not have any marketing cookies installed within our Services. Paper is subject to the same conditions on use and redisclosure of education records that govern school officials under the *Family Educational Rights and Privacy Act* known as FERPA. This means that we only share personal information if required for the Services and with third parties that have legitimate educational interests unless otherwise authorized or required by law.

If we receive a request to access personal information by the authorities, we will transfer this request to educational institutions. If we are prevented by law from doing so or forced to respond, we will first validate that the request is legitimate and disclose only the minimum required with the help of a legal counsel.

Any personal information of students collected through the Services is available to teachers and may be reviewed by teachers.

Here are the categories of recipients with whom your personal data is shared so that we can provide you with the functionalities within our Services. Each service provider is bound by an agreement with us which limits their rights to use your personal data for other purposes:

Category of recipients	Examples and explanations
Support Service Providers	<p>We use Zendesk to provide support to our users. Zendesk does not use personal information for any other purpose than to provide us with their services and does not sell personal information. We have an agreement in place with Zendesk which complies with legislations such as the <i>California Consumer Privacy Act</i>.</p> <p>You can consult Zendesk's Privacy Policy here.</p> <p>We may use other tools for support purposes, such as for tracking tickets. These tools may temporarily contain personal information of our users.</p>
IT Service Providers	<p>We use service providers to provide and host our Services online. For instance, our Services are hosted on Google Cloud Platform. IT Service Providers may also be used for security purposes, such as for log monitoring.</p> <p>You can find Google Cloud Platform's Privacy Policy here.</p>
Performance Service Providers	<p>We use tools to monitor our online application such as to diagnose, fix and optimize the performance of our Services.</p>
Analytics Service Providers	<p>We use third parties to obtain analytics based on how users are leveraging our Services.</p> <p>We use such analytics to provide reporting capabilities to educational institutions. Our analytic service providers are also used to build interactive and visual analysis for educational institutions or to generate reporting capabilities in accordance with our agreements with educational institutions.</p>
Communication Partners	<p>We use third parties to provide you with e-mail notification. For instance, we use Mailchimp and Mandrill, an add-on to Mailchimp, to provide teachers and students with notifications. You can find MailChimp's Privacy Policy here. We have not enabled any marketing functions within MailChimp's additional add-ons.</p>

Our Services can be integrated with other learning management platforms through Single Sign-On and APIs, such as Clever. Integration Partners are not our suppliers or service providers. Educational institutions enter into separate agreements with integration partners to which we are not party, and plug-ins, APIs or other accesses to Integration Partners are only activated at

educational institutions' request. This allows educational institutions to integrate our Services with other educational technologies and services relevant to students such as to simplify education. If required to do so to comply with the instructions of educational institutions, we may share personal information with such integration partners. Educational institutions have full control over which personal information they share.

We may also be required to share personal information with law enforcements if we are legally compelled to do so. We will take all commercially reasonable measures to notify educational institutions prior for doing so, unless we are prevented to do so by law.

If we go through a restructuration, a merger and acquisition or a sale of parts of all of our assets, personal information may also be transferred in such context, subject to any limitations under applicable laws.

9. How long is personal information retained within the Services?

We retain personal information for as long as we have an active contract with an educational institution, or as required by applicable laws, whichever is longer. Users may delete personal information on their own, and educational institutions may also do so through built-in functionalities or by reaching directly to us.

10. Are there any rights that can be exercised on such personal information, and how?

Depending on your location, different rights may be applicable. However, students may not be able to exercise their rights on their own and may need a parent to do. For instance, the *Family Educational Rights and Privacy Act* known as FERPA in the United States gives rights to eligible students (i.e., over 18 years old) or parents to request that a school correct records which they believe to be inaccurate or misleading. In many cases, the educational institutions where the student is registered is the best entity to contact to exercise privacy rights, as they have the complete records of students. We may be prevented by law to respond to requests to exercise some privacy rights, such as access to records of students, without the authorization of the relevant educational institution.

We respond to rights found under the *California Consumer Privacy Act*, under which we are a service provider. These rights must be exercised by reaching out to educational institutions which will notify us, such as when personal information should be deleted. We have mechanisms in place to respond to deletion requests.

Applicable laws generally contain a minimum of two rights: (1) the right to access personal information and (2) the right to modify personal information in certain circumstances.

To exercise your rights or your children's rights, you may reach out to us at privacy@paper.co. You can also reach out to us by mail at the following address:

Paper Education Company Inc.

279 Sherbrooke Street West, Suite 410
Montreal, QC, H2X 1Y2
Canada

11. Can this Privacy Policy be modified?

Yes, we may modify this Privacy Policy, such as to reflect additional functionalities. We will also provide an update to users when we do so. However, we will not materially change this Privacy Policy or our practices to make them less protective of students' privacy without the prior written consents of relevant educational institutions.