



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

May 12, 2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract and conditions with Newsela/Generation Genius, Inc. for Beechgrove, Caywood, Kenton, River Ridge, Hinsdale, Piner, White's Tower, Ryland, Summit View, and Taylor Mill Elementary Schools and Turkey Foot Middle School for the 2026-2027 school year.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

Generation Genius is a standards based software for science and math for grades K-8. This resource includes teacher guides, exit tickets, and educational videos paired with lesson plans that focus on vocabulary, reading material, and discussion questions. Generation Genius will be used as a supplement to the core curricula for Science and Math, and formative assessment data will allow teachers to evaluate the program effectiveness.

**FISCAL/BUDGETARY IMPACT:**

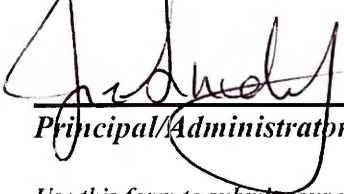
\$14,739 (SBDM, Title I)

**RECOMMENDATION:**

Approve the contract and conditions with Newsela/Generation Genius, Inc. for Beechgrove, Caywood, Kenton, River Ridge, Hinsdale, Piner, White's Tower, Ryland, Summit View, and Taylor Mill Elementary Schools and Turkey Foot Middle School for the 2026-2027 school year.

**CONTACT PERSON:**

Jena Smiddy

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Newsela Inc.  
 169 Madison Ave., #2770  
 New York, NY 10016

# Order Form

**Billing Information:**

Billing Frequency: Upfront in full  
 Payment Terms: Net 30  
 Billing Schedule: Upon Contract Signature

**Order Form No.** Q-176979  
**Newsela Contact:** Andrea Bogardus  
**Contact Email:** andrea.bogardus@newsela.com  
**Offer Date:** May 18, 2026  
**Expiration Date:** August 25, 2026

**To:**  
 Jena Smiddy  
 Kenton County Schools  
 2044 Tuscanview Dr.  
 Covington, KY 41017

Qty	Products/Services	Line Total
1	Newsela	\$14,739.00
<b>Contract Total</b>		<b>\$14,739.00</b>

\*See table above or Appendix for Product/Services details and License Dates.

This Order Form, the Terms of Service [available here](#), and the terms of any Statement of Work provided for the order of any Custom Collection, if applicable, which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

**Term:** The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

**Fees:** The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to [billing@newsela.com](mailto:billing@newsela.com) and including "Customer Agreement No. Q-176979" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

**1. Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

**PO Required:**

**PO Number:**

**PO Amount:**

**2. Billing Information**

Provide the billing service representative to whom the invoice should be addressed.

**Bill-To Name:**

**Bill-To Email:**

By initialing here, I agree that the billing details stated above are current and accurate. \_\_\_\_\_

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents along with the order form number (Q-176979) to [salestax@newsela.com](mailto:salestax@newsela.com).*

**3. Is your organization exempt from sales tax?**

Please enter **Yes** or **No**:

Authorized Signature:

Date of Signature:

**Appendix**

**Products Breakdown**

Sites	Product Code	Products Names	License Dates
6	ATG211	Generation Genius Math and Science	08/26/26 - 08/25/27
5	ATG210	Generation Genius Science	08/26/26 - 08/25/27

**Product/Service Breakdown Per School**

Line#	Schools	Products/Services	License Dates
1	BEECHGROVE ELEMENTARY SCHOOL	Generation Genius Science	08/26/26 - 08/25/27
2	CAYWOOD ELEMENTARY SCHOOL	Generation Genius Science	08/26/26 - 08/25/27
3	HINSDALE ELEMENTARY SCHOOL	Generation Genius Math and Science	08/26/26 - 08/25/27
4	KENTON ELEMENTARY SCHOOL	Generation Genius Science	08/26/26 - 08/25/27
5	PINER ELEMENTARY SCHOOL	Generation Genius Math and Science	08/26/26 - 08/25/27
6	RIVER RIDGE ELEMENTARY SCHOOL	Generation Genius Science	08/26/26 - 08/25/27
7	RYLAND HEIGHTS ELEMENTARY SCHOOL	Generation Genius Math and Science	08/26/26 - 08/25/27
8	SUMMIT VIEW ACADEMY	Generation Genius Math and Science	08/26/26 - 08/25/27
9	TAYLOR MILL ELEMENTARY SCHOOL	Generation Genius Math and Science	08/26/26 - 08/25/27
10	TURKEY FOOT MIDDLE SCHOOL	Generation Genius Science	08/26/26 - 08/25/27
11	WHITE'S TOWER ELEMENTARY SCHOOL	Generation Genius Math and Science	08/26/26 - 08/25/27

SCHOOL	SUBSCRIPTION TYPE	NEW RATE
Turkey Foot Middle School	Science Only	\$1,995.00
Beechgrove Elem	Science Only	\$1,295.00
Caywood Elem	Science Only	\$1,295.00
Kenton Elem	Science Only	\$1,295.00
River Ridge Elem	Science Only	\$1,295.00
Hinsdale Elem	Science and Math	\$1,795.00
Summit View Academy	Science and Math	\$1,790.00
Piner Elem	Science and Math	\$1,795.00
Ryland Heights Elem	Science and Math	\$1,495.00
Taylor Mill Elem	Science and Math	\$1,495.00
White's Tower Elem	Science and Math	\$1,795.00
		\$17,340.00
	15% disc	-\$2,601.00
	<b>Total amount</b>	<b>\$14,739.00</b>



Kenton County School District | *It's about ALL kids*

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

*Dr. Henry Webb, Superintendent of Schools*

**VENDOR ASSURANCES REGARDING PROTECTION OF  
PERSONAL AND CONFIDENTIAL INFORMATION**

**Data Security and Breach Protocols**

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as “KCBOE”) as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver’s license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(5), a “non-affiliated third party” includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act’s notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Generation Genius, Inc.

Vendor Name

169 Madison Ave, Suite 2770, New York, NY 10016

Vendor Address

866-936-5564

Vendor Telephone

support@generationgenius.com

Vendor Email Address

*Bryan Caplin*

Signature by Vendor's Authorized Representative

Bryan Caplin

Print Name

05 / 14 / 2026

Date

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# Newsela Terms of Use

## Your Use of This Website and Our Services is Governed By These Terms

Last Updated: *April 2026*

These Terms of Use (“Terms”) apply to the Newsela Platform (“Newsela Platform”, includes the Services (as defined in our Privacy Policy)) provided by Newsela, and all websites and applications owned or operated by Newsela, or wherever these Terms may appear). As used in these Terms, “Newsela,” “we,” “our,” or “us” refers to Newsela, Inc. and its wholly owned subsidiaries (including, Formative, Generation Genius, Schoolytics, and EveryDay Labs), and assigns. You as a user, or if the user is a minor, that minor’s authorized legal representative, shall be defined as “you” or “User”.

**Please read the following Terms carefully as they affect your legal rights. These Terms contain an arbitration agreement that requires the use of arbitration on an individual basis to resolve disputes rather than jury or any other court proceedings, or class actions of any kind. The arbitration agreement is set forth in the “Dispute Resolution” section below.**

YOUR USE OF THE NEWSELA PLATFORM SHALL BE SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, YOU MUST NOT USE THE NEWSELA PLATFORM.

IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND ANY APPLICABLE PURCHASE ORDER AND/OR AGREEMENT APPLICABLE TO YOU, THE APPLICABLE PURCHASE ORDER AND/OR AGREEMENT SHALL CONTROL



UNLESS OTHERWISE AGREED, ALL USERS WILL BE SUBJECT TO NEWSELA'S DATA PROCESSING ADDENDUM AND APPLICABLE STANDARD CONTRACTUAL CLAUSES.

ACKNOWLEDGEMENT: YOU ACKNOWLEDGE (A) THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND (B) THAT THESE TERMS HAVE THE SAME FORCE AND EFFECT AS A SIGNED AGREEMENT.

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## 1. NEWSELA CONTENT; RESERVATION OF RIGHTS

The Newsela Platform is for your personal, educational, and/or noncommercial use only. Except as otherwise provided by a third party, all trademarks, service marks, trade names, and logos (collectively, "Trademarks") used and displayed on the Newsela Platform are registered and unregistered Trademarks of Newsela and/or its licensors. You acknowledge that the Trademarks used and displayed on the Newsela Platform are and shall remain the sole property of Newsela and/or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are Trademarks and/or trade dress of Newsela and/or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Newsela and/or its licensors. The Newsela Platform contains copyrighted material, Trademarks, trade dress, and other proprietary content, including but not limited to, text, software, applications, sound, photographs, images, logos, video, graphics, assessments, questions, documents, written posts and



comments, interactive features, and other data and information generated, provided, or otherwise made accessible on or through the Newsela Platform, and including the entire selection, coordination, arrangement, and “look and feel” of the Newsela Platform (collectively, the “Newsela Content”).

**Neither these Terms nor your use of the Newsela Platform transfers any right, title, or interest in the Newsela Platform or the Newsela Content to you. Newsela and its third-party licensors retain all of our and their respective right, title, and interest to the Newsela Platform and Newsela Content. Any rights not expressly granted herein are reserved. The misuse of the Trademarks displayed on the Newsela Platform, or any other Newsela Content on the Newsela Platform, is strictly prohibited.**

Upon collecting your consent, Newsela may use e-mail and/or text messages to communicate with you on a recurring basis. By providing your e-mail address and/or phone number, you consent and give permission to be contacted at such e-mail address and/or phone number by Newsela for informational and/or marketing purposes. You understand that consent is not a condition of purchase. You certify that you have provided your own contact information. Message and data rates may apply. To opt-out of such communications, you may click the “unsubscribe” button in our email or reply STOP to our text message.

## **2. ACCOUNT AND REGISTRATION; MEMBERSHIPS**

### **a. Account and Registration**

In order to access certain features and Services of the Newsela Platform, you may be required to register for an account by entering your email and choosing a password (your “Account Credentials”). When you engage with or sign into the Newsela Platform, in addition to your Account Credentials, you may be providing your name, phone number, payment information (if applicable), and/or other contact information to Newsela.

You are solely responsible for protecting and maintaining the secrecy of your Account Credentials. You shall not allow another person to use your Account Credentials to access the Newsela Platform. Newsela will not be responsible or liable for any loss or damage that results from your failure to comply with this security obligation. You are solely responsible for any and all activities or actions that occur under your account, whether or not you have authorized such activities



or actions. You agree to immediately notify Newsela, pursuant to Section 15(g), of any unauthorized use of your Account and/or your Account Credentials.

You certify that you are over at least 13 years of age, you have provided your own contact information, and that the information you have provided is accurate, and is otherwise kept up-to-date. Upon submission of such contact information, you consent and give permission to be contacted at such e-mail address, phone number, or other methods by Newsela. If you use the Services with students under 13, you represent and warrant that (a) you are a teacher, parent, caregiver, or administrator at a school, and (b) if you are a teacher or administrator, that you have accurately identified such school in your submission; and (c) that you have not previously been suspended or removed from the Newsela Platform; (d) that your registration and your use of the Newsela Platform is in compliance with any and all applicable laws and regulations; (e) that all information you submit is accurate and truthful, including the information that you use to register for the Newsela Platform; and (f) your registration for and use of an account is in compliance with Section 3 of these Terms. If you are a minor under the age of 13, you must be either using the Services through your school under the supervision of a teacher or school administrator or you must obtain consent from a parent, legal guardian or adult who consents to your use of the Services and is responsible for your use of the Services.

The Newsela Platform is designed for use by schools, school districts, school administrators, Local Education Agencies, teachers, caregivers, and student users. If you are a teacher, you warrant and represent that you are authorized to use the Newsela Platform with your students on behalf of your school and/or school district. If you are a school, a school district or a teacher using individual accounts on behalf of your students or providing students with access to the Newsela Platform, you warrant and represent that you are authorized to act on a parents' or legal guardians' behalf in providing such access and any student information to Newsela as required under applicable law or that you have obtained verifiable consent from parents or legal guardians of your students in accordance to the laws governing your jurisdiction. Newsela reserves the right to provide or deny access to a student's account upon an authorized adult's request.

In the event that you are no longer (a) employed by your school (or another school through which you access the Newsela Platform) or (b) otherwise authorized to view or use student records, you (i) must notify Newsela immediately of such change and (ii) are not permitted to continue to view or use your Account and the data available as part of that access.



## **b. Customer Agreements**

Customer agreements are entered into between Newsela and either a parent/legal guardian, an educator, a school, school district, state or another entity that has legal authorization to enter into and bind the individual/entity/organization, and to share administrator, teacher and student data with Newsela. If Newsela becomes aware that the signatory did not have authority to sign the agreement with Newsela, Newsela reserves the right to terminate such agreement and all related accounts.

### **c. Memberships**

When you register for an account on the Newsela Platform, depending on the service offering, you may have the option to choose from several types of membership plans.

For certain membership plans, a credit card will be required to authorize payment at the time of registration and billing cycles will be selected and designated at the time of registration. Depending on the membership plan you have selected, your membership may automatically renew at the end of the subscription period unless you cancel your membership before the end of the then-current subscription period, which you may do at any time through the Newsela Platform or by contacting Newsela at the email address set forth in the “Contact Information” section below. Any cancellation will take effect at the end of the current billing cycle. No refund will be issued for the current billing cycle. If you do not provide timely notice of non-renewal, you hereby authorize Newsela to charge the then-current renewal fees to the credit card associated with your account. Depending on the membership plan you have selected, Newsela may provide notice to you prior to the automatic renewal of your subscription.

You will pay Newsela the fees specified in the membership plan for which you have subscribed, and Newsela reserves the right to change the fees at any time upon notice to you. Payments are due upon receipt of invoice. All payments for both individual teacher subscriptions and school partnerships are considered final and are not eligible for refund. If you have any billing issues or questions, you must notify Newsela in writing by email at [billing@newsela.com](mailto:billing@newsela.com) or support chat available on our services within five (5) calendar days of the issue being identified. Any billing issues older than five (5) calendar days will not be considered.

### **d. Free Trial Policies**

For the Generation Genius product offering, free trials are limited to one (1) per person or per account, where applicable, per year. The primary account holder of a free trial account must be at least 13 years of age. Students must use an account created by a parent or legal guardian. School and teacher free trial accounts are granted access to all video content for a period of thirty (30) days from the date of



free trial account creation. Parents that create free trial accounts to use with students are limited to access five (5) free videos. For the avoidance of doubt, for any and all free trial offerings on the Newsela Platform, these Terms and Privacy Policy apply.

### 3. LIMITED RIGHT TO USE; USER CONDUCT

Subject to your compliance with these Terms, and as additionally set forth in Section 9(b) below, we grant to you a non-exclusive, limited, non-transferable, non-sublicensable, non-assignable, and revocable license to access and use the Newsela Platform solely for your personal, educational, or other non-commercial use. Permission may be granted to download the Newsela Content for your use only and only for the purposes for which we provided you access to the Newsela Platform, provided you do not delete, modify, overwrite, hack, or attempt to change or alter any of the Newsela Content and that you retain all copyright notices and other proprietary notices contained in the Newsela Content, as applicable. You agree to delete, remove, and/or destroy all Newsela Content you have downloaded and/or printed once the permitted purposes for which you have downloaded the Newsela Content cease, and/or the term of your Account and relationship with Newsela terminates. Any unauthorized use of any User Content or Newsela Content contained on the Newsela Platform may violate copyright laws, trademark laws, the laws or privacy and publicity, and communications regulations and statutes. You agree you are responsible for all activities conducted under your account and any actions taken under your account based on information provided through the Newsela Platform. You hereby release us from all liability for activities conducted under your account on and through the Newsela Platform. If you access the Newsela Platform from a location outside of the United States, you are responsible for compliance with all local laws and regulations.

In addition, you shall not (and shall not allow or encourage any other person to):

- delete, modify, hack or attempt to change or alter any of the Newsela Content on the Newsela Platform;
- reverse engineer, disassemble, or decompile any prototypes, softwares, or create derivatives of Newsela Platform, User Content, and/or Newsela Content;
- use any graphics separately from accompanying text;
- remove or modify any copyright or other intellectual property notices that appear on the Newsela Platform;
- attempt to access computer systems or networks connected to any of our servers or to the Newsela Platform, through hacking or any other means;



- attempt, in any manner, to obtain the password, account, or other security information from any other user;
- use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine,” or copy the Newsela Content on the Newsela Platform;
- transmit spam, chain letters, or other unsolicited email;
- take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- upload invalid data, viruses, worms, or other software agents through the Newsela Platform;
- collect or harvest any personally identifiable information, including account names, from the Newsela Platform;
- bypassing the measures we may use to prevent or restrict access to the Newsela Platform, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Newsela Platform or the content therein.
- provide false information, impersonate another person or entity, or misrepresent your affiliation with any entity;
- sell, resell, sublicense, distribute, rent or lease access to the Newsela Content on the Newsela Platform or any portion thereof, or include any Newsela Content in a service bureau, time sharing or outsourcing offering;
- post or otherwise disclose Newsela Content publicly without approval from a Newsela authorized representative;
- post on or transmit through the Newsela Platform any material or Newsela Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or otherwise objectionable;
- “mirror” any User Content, Newsela Content, or information from the Newsela Platform on any other server;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Newsela Platform or servers or networks connected to the Newsela Platform, or take any other action that interferes with administration, security, and/or operation of the Newsela Platform or other parties’ use of the Newsela Platform;
- use the Newsela Platform for any illegal purpose, or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third-party intellectual property rights;
- take any action that imposes an unreasonable or disproportionately large load on Newsela and/or our affiliates’ infrastructure;



- run Maillist, Listserv, any form of auto-responder or “spam” on the Newsela Platform, or any processes that run or are activated while you are not logged into the Newsela Platform, or that otherwise interfere with the proper working of the Newsela Platform;
- probe, scan, or test the vulnerability of the Newsela Platform or any network connected thereto;
- interfere with security-related features of the Newsela Platform, including without limitation by disabling or circumventing features that prevent or limit use or copying of any Newsela Content;
- disseminate, store, upload, or transmit files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any malicious code or program that may damage the operation of another’s computer or property of another;
- advertise or sell a separate product(s) or service(s); or
- engage in any other activity deemed by Newsela to be in conflict with the spirit or intent of these Terms.

ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE NEWSELA PLATFORM OR THE SERVICES THEREON, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting Newsela’s other rights or remedies, Newsela may suspend access to the Newsela Platform in the event of a threat to the security or technical integrity of the Newsela Platform and will provide written notice to Customer of such suspension to Customer.

#### **4. USER CONTENT**

To the extent that you post, upload, input, submit, or otherwise transmit (collectively, “Post” or “Posting”) any text, images, photos, video, data, information and/or other materials, including without limitation personally identifiable information (“Personal Data”) provided by you to or in connection with the Newsela Platform (collectively, “User Content”), you acknowledge and agree to provide true, accurate, and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity. All Posting of User Content is your sole and exclusive responsibility. Newsela merely provides a forum for the transmission and dissemination of User Content. **YOU AGREE THAT YOU MUST EVALUATE AND BEAR ALL RISK RELATED TO THE USE**



AND TRANSMISSION OF USER CONTENT TO NEWSELA. NEWSELA SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO THE RESULTS OF ANY ACTIONS YOU OR ANY THIRD PARTY MAY TAKE BASED ON USER CONTENT. Newsela has no responsibility or liability for any disputes, communications, or issues between you and your end users and customers.

You acknowledge that Newsela does not pre-screen or approve any of User Content and has no obligation to monitor User Content. However, to the extent permitted by law, Newsela reserves the right to review, modify (for formatting and editing purposes), remove or delete any of User Content at its discretion as needed to provide the Newsela Platform. Newsela reserves the right at all times to disclose any information as Newsela deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Newsela's sole discretion. If notified by a user of the Newsela Platform that User Content allegedly does not conform with these Terms, Newsela may investigate the allegation and determine in our sole discretion whether to remove that portion of User Content, which Newsela reserves the right to do at any time and without notice.

By Posting User Content to the Newsela Platform, you grant, and you represent and warrant that you have the right to grant Newsela an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, edit, modify, copy, perform, display, and distribute User Content and to prepare derivative works of, or incorporate into other works, User Content, and to grant and authorize sublicenses of the foregoing. You further warrant that the use of User Content by Newsela and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties. Newsela will not pay you for User Content or to exercise any rights related to User Content set forth in this Section 4.

You acknowledge and agree that you are responsible for the legality and security, as noted below, of all Personal Data provided by you for your use in connection with the Newsela Platform. Newsela processes Personal Data provided by you to the Newsela Platform solely as necessary to provide the Newsela Platform and any related services to you. You represent and warrant: (a) your provision of Personal Data to Newsela complies with all applicable laws and that you have provided all necessary notices and obtained any consent required for provision of Personal Data to the Newsela Platform; (b) the Personal Data you provide is accurate, complete, and current; and (c) you have a legal basis for the processing of Personal Data through the Newsela Platform.



You are solely responsible for your interactions with other Schoolytics Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Schoolytics shall have no liability for your interactions with other Users, or for any User's action or inaction.

## 5. NEWSELA PLATFORM UPDATES

Newsela may from time to time update, upgrade, replace, or modify the Newsela Platform and/or provide new release(s), patches, or fixes to the Newsela Platform, in its discretion as it deems necessary or appropriate. Any such update, upgrade, release, replacement, modification, patch or fix to the Newsela Platform will be considered part of the Newsela Platform and subject to these Terms. When necessary, Newsela shall have the right to migrate your account to a successor or alternative platform or technology that replaces the existing Newsela Platform from time to time as Newsela evolves its products and technologies and your use of such successor Newsela Platform shall be governed by these Terms. Newsela shall have the right to discontinue any service through the Newsela Platform, or feature or function thereof, without notice to you.

## 6. FEEDBACK

Newsela welcomes your remarks, reviews, feedback, suggestions, ideas, or other information regarding our Newsela Platform, and which may also include your name, social media handle, and/or accompanying text, or other communications, photos, videos ("Feedback"). You agree that any Feedback will be accurate; will not violate or facilitate the violation of any law or regulation; will not violate any right of a third party, including copyright, trademark, privacy or publicity rights; will not cause injury to any person or entity; and will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of "spam", or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading. You are solely responsible for the Feedback you submit, and Newsela assumes no liability for any Feedback submitted by you. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor the Feedback; (ii) alter, remove, or refuse to post or allow to be posted any Feedback; and/or (iii) disclose any Feedback, and the circumstances surrounding its transmission, to any third party. You grant to Newsela the right to include the name provided along with the Feedback submitted by you; provided, however, Newsela shall have no obligation to include such name with such Feedback. We are not responsible for the use or



disclosure of any personal information that you voluntarily disclose in connection with any Feedback you submit. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Newsela a royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially use in any manner, any and all Feedback, and to sublicense the foregoing rights, and incorporate the Feedback into any form, medium, or technology, now known or hereafter developed, throughout the world, including but not limited to digital and non-digital media and advertising channels, all without compensation to you. We will not be required to treat any Feedback as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations.

## **7. THIRD-PARTY SITES; THIRD-PARTY CONTENT**

The Newsela Platform may contain links to third-party websites, integration or interfaces between the Newsela Platform and any third party products and/or services with functionality that interoperates with the Newsela Platform, and/or access to content, products, and services of third parties, which are not maintained by us ("Third-Party Websites"). Although Newsela makes reasonable efforts to curate the Newsela Content it makes available on the Newsela Platform, Newsela is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third party.

You acknowledge and agree that Newsela has no responsibility for the accuracy or reliability of information provided by the Third-Party Websites. You acknowledge that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, your reliance on any information, good, service, or any other material provided through a Third-Party Website. You bear all risk associated with the use of the Third-Party Websites, third party services, and your correspondence or business dealings with advertisers other than us found on or through the Newsela Platform. We reserve the right to terminate such Third-Party Website links at any time.



## 8. PRIVACY & SECURITY

Newsela will treat any personal information we collect or process from you through the Newsela Platform in accordance with our Privacy Policy (the “Privacy Policy”), which is incorporated herein by reference. Please review the Privacy Policy before you use the Newsela Platform. By using, accessing, and/or registering for an account on the Newsela Platform, you agree to the actions taken by Newsela with respect to your information in compliance with the Privacy Policy. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Newsela Platform.

Newsela’s use and transfer to any other app of information received from Google APIs will adhere to Google API Services User Data Policy, including the Limited Use requirements.

## 9. AI TOOLS

This section will walk you through the functionality, limitations, and your responsibilities regarding our AI-powered features, including but not limited to Luna, our AI assistant (collectively, “AI Tools”). For the avoidance of doubt, our Terms and Privacy Policy apply to your access to or use of our AI Tools.

### a. General Information

The Newsela Platform may include certain AI Tools that enable Users to submit User Content (including in the form of prompts or queries) to such AI Tools (“AI Inputs”) and receive AI-generated content as outputs from the AI Tools (“AI Outputs”). By accessing, using or otherwise interacting with any AI Tools, you agree to the implementation of such AI Tools as part of the Newsela Services provided to you via the Newsela Platform. We do not use your AI Inputs or AI Outputs to train or otherwise improve AI Tools, subject to our rights to use User Content as set forth in Section 4 above. Newsela’s processing of AI Inputs, AI Outputs, and any other User Content via the AI Tools is in compliance with the requirements set forth in the Newsela Data Processing Addendum. The third-party vendors of the Large Language Models incorporated into Newsela’s AI Tools are set out in Newsela’s current subprocessor list.

### b. User Responsibility

Any AI Input that you elect to use with the Newsela Platform is deemed to be User Content. Users of our AI Tools are solely responsible for the information contained within the AI Inputs they submit to the AI Tools and for compliance with applicable laws, including but not limited to data privacy laws, with respect to such AI Inputs. Please do not share any Personal Data or any sensitive data with our AI Tools.



While we strive for accuracy, Newsela cannot and does not guarantee the accuracy, completeness, or reliability of any information or content generated by our AI Tools. As an educational best practice, you agree that your use of any AI Outputs will be only as a starting point and that you are responsible for independently verifying all information contained in such AI Outputs. The final responsibility for instructional or evaluative decisions remains with the parent, teacher, administrator, or otherwise authorized adult.

Users of our AI Tools bear sole responsibility for their interactions with and their reliance on AI Outputs. For the avoidance of doubt, Users will continue to be bound by the terms set forth in Section 3 (Limited Right to Use; User Conduct) in their use of AI Tools.

Without limiting anything in Section 3 of these Terms, you agree that you shall not, and shall not permit any third party to, use the AI Tools or any AI Output to infringe third party rights, develop, train or improve any machine learning or other artificial intelligence models, represent any AI Output as being approved or vetted by Newsela or our affiliates, represent any AI Output as being an original work or a wholly human-generated work, use the AI Tools for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws, or use the AI Tools for purposes or with effects that are discriminatory, harassing, harmful or unethical.

For the avoidance of doubt, the warranty disclaimers and limitations of liability in these Terms apply to the AI Tools. To the maximum extent permitted by law, Newsela shall not be liable for any direct, indirect, incidental, consequential, or other damages, losses, or liabilities arising from the use of, or reliance on, our AI Tools.

For further assistance or inquiries, please contact our Privacy team at [privacy@newsela.com](mailto:privacy@newsela.com).

## **10. EXCLUSION OF OTHER WARRANTIES**

No employee, agent, representative or affiliate of Newsela has authority to bind Newsela to any oral representations or warranties concerning the Newsela Platform. Any written representation or warranty not expressly contained in these Terms will not be enforceable.



## **11. DISCLAIMER**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEWSELA IS PROVIDING THE NEWSELA PLATFORM AND ALL NEWSELA CONTENT AND SERVICES THEREON ON AN “AS-IS,” “AS-AVAILABLE,” AND “WITH ALL FAULTS” BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE NEWSELA PLATFORM, NEWSELA CONTENT, SERVICES, INFORMATION, OR OTHER MATERIALS INCLUDED ON THE NEWSELA PLATFORM. NEWSELA DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE NEWSELA PLATFORM SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS.

YOU AGREE THAT YOUR USE OF THE NEWSELA PLATFORM AND THE SERVICES SHALL BE AT YOUR SOLE RISK. NEWSELA DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE NEWSELA PLATFORM IS ACCURATE, COMPLETE, OR CURRENT. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON THE NEWSELA PLATFORM AND/OR ANY NEWSELA CONTENT PROVIDED ON THE NEWSELA PLATFORM. YOU UNDERSTAND AND AGREE THAT ANY NEWSELA CONTENT AND/OR DATA ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE NEWSELA PLATFORM IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH NEWSELA CONTENT, MATERIAL AND/OR DATA. NEWSELA DOES NOT WARRANT THAT THE NEWSELA PLATFORM OR ANY NEWSELA CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU ACKNOWLEDGE AND AGREE THAT THE INTERNET IS INHERENTLY INSECURE AND THAT YOUR DATA, AS UPLOADED OR TRANSMITTED IN CONNECTION WITH THE NEWSELA PLATFORM, MAY BE SUBJECT TO INTERCEPTION BY AN UNAUTHORIZED THIRD PARTY.

NEWSELA DOES NOT WARRANT THAT THE NEWSELA PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE NEWSELA PLATFORM WILL BE CORRECTED. IN ADDITION, THE NEWSELA PLATFORM MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. NEWSELA DOES NOT WARRANT OR



MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE NEWSELA PLATFORM OR ANY OTHER THIRD PARTY SITES.

**a. GENERATION GENIUS SCIENCE CONTENT SAFETY DISCLAIMER**

CERTAIN NEWSELA CONTENT AVAILABLE THROUGH THE GENERATION GENIUS PRODUCT OFFERING DEPICTS OR DESCRIBES SCIENTIFIC EXPERIMENTS, DEMONSTRATIONS, AND ACTIVITIES ("SCIENCE CONTENT"). SCIENCE CONTENT IS INTENDED SOLELY FOR EDUCATIONAL PURPOSES AND IS DESIGNED TO BE USED UNDER THE DIRECT SUPERVISION OF A QUALIFIED EDUCATOR OR OTHER RESPONSIBLE ADULT. YOU ACKNOWLEDGE AND AGREE THAT:

(A) SCIENCE CONTENT MAY DEPICT ACTIVITIES INVOLVING CHEMICALS, HEAT, ELECTRICAL COMPONENTS, SHARP INSTRUMENTS, BIOLOGICAL SPECIMENS, OR OTHER MATERIALS THAT, IF HANDLED IMPROPERLY, MAY POSE A RISK OF INJURY, ILLNESS, OR PROPERTY DAMAGE;

(B) SCIENCE CONTENT IS NOT INTENDED TO BE REPLICATED, PERFORMED, OR ATTEMPTED BY ANY INDIVIDUAL WITHOUT (I) THE DIRECT, IN-PERSON SUPERVISION OF A QUALIFIED ADULT, (II) APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT AND SAFETY APPARATUS, AND (III) A SUITABLE AND PROPERLY EQUIPPED ENVIRONMENT;

(C) NEWSELA MAKES NO REPRESENTATION OR WARRANTY THAT THE SAFETY PRECAUTIONS DEPICTED OR DESCRIBED IN ANY SCIENCE CONTENT ARE COMPREHENSIVE OR SUFFICIENT FOR ALL ENVIRONMENTS, SKILL LEVELS, OR CIRCUMSTANCES; AND

(D) USERS ARE SOLELY RESPONSIBLE FOR (I) EVALUATING THE SUITABILITY OF ANY SCIENCE CONTENT FOR STUDENTS OR CHILDREN, (II) ENSURING THAT ALL APPLICABLE SAFETY PROTOCOLS, INSTITUTIONAL POLICIES, AND LOCAL, STATE, AND FEDERAL REGULATIONS ARE FOLLOWED BEFORE, DURING, AND AFTER ANY ACTIVITY INSPIRED BY OR RELATED TO SCIENCE CONTENT, AND (III) PROVIDING ADEQUATE SUPERVISION AT ALL TIMES.

Please note that some jurisdictions may not allow the exclusion of implied warranties and conditions, so some of the above exclusions may not apply to you but shall apply to the maximum extent permitted by applicable law.

## **12. LIMITATION OF LIABILITY**



IN NO EVENT WILL NEWSELA AND/OR OUR LICENSORS OR OTHER THIRD PARTIES MENTIONED ON THE NEWSELA PLATFORM BE LIABLE TO YOU FOR

ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO THE USE OR INABILITY TO USE THE NEWSELA PLATFORM, THE NEWSELA CONTENT, OR OTHER INFORMATION CONTAINED ON THE NEWSELA PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, REGULATION, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEWSELA AND/OR OUR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON THE NEWSELA CONTENT PROVIDED ON THE NEWSELA PLATFORM.

ADDITIONALLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEWSELA SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, DAMAGE, OR CLAIM ARISING FROM OR RELATED TO ANY INDIVIDUAL'S ATTEMPT TO REPLICATE, PERFORM, OR OTHERWISE ENGAGE IN ANY ACTIVITY DEPICTED OR DESCRIBED IN SCIENCE CONTENT, WHETHER OR NOT SUCH ACTIVITY WAS CONDUCTED IN ACCORDANCE WITH ANY INSTRUCTIONS, WARNINGS, OR SAFETY INFORMATION PROVIDED THEREIN.

IF ANY EXCLUSION, DISCLAIMER, OR OTHER PROVISION CONTAINED IN THESE TERMS IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND NEWSELA OR ONE OF ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, THE MAXIMUM, AGGREGATE LIABILITY OF NEWSELA AND/OR OUR LICENSORS AND ANY OF THEIR AFFILIATES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, ANY PORTION OF THE NEWSELA PLATFORM OR OTHERWISE UNDER THESE TERMS, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF (I) ONE HUNDRED DOLLARS (\$100.00 USD), OR (II) THE AMOUNT ACTUALLY PAID BY YOU TO NEWSELA HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE DATE YOU FIRST BRING A CLAIM.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE NEGATION AND LIMITATION OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND NEWSELA. THE NEWSELA PLATFORM WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.



IF YOU ARE A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

Any claim or cause of action arising out of or related to your use of the Newsela Platform, these Terms, or your use of the Newsela Content made available through or on the Newsela Platform must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

### 13. INDEMNITY

Unless applicable law requires otherwise, you agree to indemnify, defend, and hold harmless Newsela, its affiliates, shareholders, directors, officers, co-branders, subsidiaries, parents, employees and agents, and, at our sole election, defend the foregoing, from any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of or in any way related to your use of or access to the Newsela Platform, your use of the Newsela Content, your Data, your violation of these Terms, your violation of any rights of a third party, your violation of applicable laws, or any negligence, fraudulent, or willful misconduct by or on behalf of you or your Authorized Users.

### 14. DISPUTE RESOLUTION

**Please read this section carefully. Except as the Terms otherwise provide, you waive your rights to try any claim in court before a judge or jury and to bring or participate in any class, collective, or other representative action.**

For any dispute with Newsela, you agree to first contact us at support@newsela.com and attempt to resolve the dispute with us informally. In the unlikely event that the parties have not been able to resolve any such dispute after sixty (60) calendar days, you agree that any dispute arising out of or relating in any way to your use of the Newsela Platform and/or arising out of, in connection with, or relating to this Agreement, or the breach or alleged breach thereof requires that the claim be resolved exclusively by confidential, binding arbitration except that, to the extent you have in any manner violated or threatened to violate the Newsela Content and any intellectual property rights therein, Newsela may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in the State of New York, U.S.A., in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), as then



in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all JAMS charges and fees associated with the arbitration.

BECAUSE THE USE OF THE NEWSELA PLATFORM REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party consents (a) to the non-exclusive jurisdiction of the courts of the State of New York, or to any federal court located within the State of New York for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim, or provisional equitable remedies, and (b) to service of process in any action by registered mail or any other means provided by law. Nothing herein shall prohibit Newsela from seeking a temporary restraining order, preliminary injunction, or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage; and nothing herein shall prevent Newsela from bringing and pursuing legal action to specifically remedy any breach or threatened breach of any obligation hereunder by you involving Newsela's Trademarks and Newsela Content. Should this Section 14 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in the state or federal courts having jurisdiction over the State of New York.

## 15. MISCELLANEOUS

### a. Modification and Termination of these Terms



We may make changes to these Terms from time to time. Each time you use the Newsela Platform, you should review the current Terms. You can determine when

these Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Your continued use of the Newsela Platform will indicate your acceptance of the current Terms. If you do not agree to the updated Terms, you must cease using the Newsela Platform. Newsela is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

Newsela may terminate these Terms and your use of the Newsela Platform at any time without notice. In addition, these Terms will terminate immediately and automatically without any notice if you violate any of the terms and conditions herein. Upon termination, all provisions of these Terms which are by their nature intended to survive termination, all representations and warranties, all limitations of liability and all indemnities shall survive such termination.

#### **b. Digital Millennium Copyright Act Compliance**

Newsela's policy is to respond to notices of alleged infringement in our Newsela Content and/or User Content that comply with the Digital Millennium Copyright Act of 1998 ("DMCA") as found under United States law (17 U.S.C. § 512). To file a DMCA notice, the copyright owner must send in a written letter by email only to [legal@newsela.com](mailto:legal@newsela.com). Such notice must include:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Identify the User Content and/or Newsela Content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the item on the Newsela Platform. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
- Identify specifically the copyrighted work(s) believed to have been infringed (for example, "My copyrighted work is the picture that appears at [list location where material is located].");
- Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);
- Include the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
- Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";



We are only required to respond to those notices that substantially comply with the above requirements. We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice

### **c. Typographical Errors; Newsela Content Disclaimer**

Although we attempt to ensure the integrity and accurateness of the Newsela Platform, we make no claim, representation, or warranty as to the accuracy, reliability, or suitability of the information contained within the Newsela Platform, including, but not limited to, Newsela Content, User Content and the information contained in any text, documents, graphics, and other elements. The Newsela Content and/or User Content may contain technical errors, typographical errors, errors made or perpetuated by third parties, or other forms of error. The Newsela Content and/or User Content may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Newsela Content and/or User Content may become out-of-date. We undertake no obligation to update any Newsela Content and/or User Content on the Newsela Platform. We reserve the right in our sole discretion to make alterations or deletions to the Newsela Content and/or User Content at any time without notice. We reserve the right in our sole discretion to edit or remove any documents, information or other content appearing on the Newsela Platform at any time without notice.

### **d. Assignment**

Neither party shall assign its rights or delegate obligations under these Terms without the prior written notification to the other party. Notwithstanding the foregoing or anything to the contrary in this contract, Newsela shall have the right without consent to assign this contract or rights hereunder or delegate obligations (a) to any affiliate or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, or acquisition, transfer, reorganization, or otherwise, provided that any such assignment or delegation to any affiliate or third-party acquirer is conditioned upon the assignee's assumption of all obligations and liabilities of the parties hereunder.

### **e. Severability; Waiver**

If any provision in these Terms is found to be invalid, such provision shall be ineffective only to the extent of such invalidity, and the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. No waiver by us of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other



term or condition. Our failure to act with respect to a breach by any visitor using the Newsela Platform does not constitute a waiver of our right to act with respect to subsequent or similar breaches.

**f. Governing Law**

These Terms will be governed by and construed in accordance with the laws of the State of New York without regard to its choice-of-law provisions unless the State within which Customer is incorporated requires that the laws of that jurisdiction apply and Customer provides notice of the same.

**g. Contact Information**

If you have any questions about these Terms or your use of the Newsela Platform, please contact us at [legal@newsela.com](mailto:legal@newsela.com).

**h. Notice for California Residents**

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Addendum to Generation Genius Terms and Conditions  
For Kenton County School District

- Section 16. Governing Law is amended by replacing “laws of the State of Delaware’ and “federal courts located within Dover, Delaware” to “State of Kentucky and Kenton County” and “federal courts located within Kenton County, Kentucky”.
- Section 18. Arbitration was changed from “New York County, New York” to “Kenton County, Kentucky”.





*Bryan Caplin* CRO

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