

## Excel/High5.ID Terms of Use – Consolidated

Last updated: 2020 06 29. Effective Date: 2020 09 17.

Welcome to Excel/High5.ID! Please enjoy using our technology, but note that your use of it is subject to your agreement with these Terms of Service. This document describes in detail your rights and our rights relating to the provision of the Service (as defined below) so please review these Terms carefully.

By using our Service, you accept these terms and conditions in full. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use our Service.

### Contents:

- Terms of Use - General
- Terms of Use – School Addendum

Please also see our Privacy Policy and our Security Statement. In case of disagreement between these documents, the present Terms And Conditions shall prevail.

### Definitions

- ACCOUNT
  - o Credentials and associated licenses enabling an ORGANIZATION to operate HIGH5
- CONTRACT
  - o A formal agreement between EXCEL/HIGH5.ID COMPANY and the ORGANIZATION
- CONTRACT COMPLETION
  - o The moment when a contract between EXCEL/HIGH5.ID COMPANY and an ORGANIZATION terminates
- DEVICE
  - o A computing device, including mobile phone and desktop systems.
- EXCEL/HIGH5.ID COMPANY
  - o The publisher of EXCEL/HIGH5.ID
- HIGH5 SERVER
  - o The physical location of the code and database accessed by HIGH5
- INDIVIDUAL
  - o A person whose information is stored by HIGH5
- INDIVIDUAL DATA
  - o Information uniquely associated with a specific INDIVIDUAL

- INDIVIDUAL-GENERATED CONTENT
  - o Data created by INDIVIDUALS other than INDIVIDUAL RESPONSES
- KIOSK

A physical HIGH5 installation at a POE

A token enabling use of a set of HIGH5 features. Licenses typically expire or count down to zero uses remaining.

A Local Educational Agency - a School or District – making use of HIGH5 as a client, as the case may be

The client making use of HIGH5

Data exports of various types including Tardy and Visitor Logs, triggered by ORGANIZATION staff

A physical Point Of Entry at an ORGANIZATION

An INDIVIDUAL with custody over a STUDENT at an LEA ORGANIZATION, including legal guardians

Data associated with a specific INDIVIDUAL by HIGH5

Content created by INDIVIDUALS, including textual responses, photographs taken by HIGH5 or submitted to HIGH5 by INDIVIDUALS

The Excel/High5.ID system, encompassing the online databases and code comprising the totality of experiences for end users and administrators

An INDIVIDUAL receiving instruction at an LEA ORGANIZATION, who may be a minor

The totality of INDIVIDUALS, ORGANIZATION staff, PARENTS, and RESELLERS

A regional representative of Excel/High5.ID working directly with an ORGANIZATION

- LICENSE
- LEA ORGANIZATION
- ORGANIZATION
- ORGANIZATION REPORTS
- POE
- PARENT
- RECORD
- RESPONSES
- SOLUTIONS / HIGH5
- STUDENT
- STAKEHOLDERS
- TEAMMATE / RESELLER

## Terms of Use – General

### 1. Overview

Excel/High5.ID is a bundle of solutions provided by Excel Photographers, a California Corporation located in Sacramento, CA. The following explains and define the terms by which Organizations

(referred to as “you”) may use our Software and Solutions (referred to as the “Solutions”). If you have questions about this Agreement, please contact sales@Excel/High5.ID.

This Terms of Use agreement (Referred to as “TOU”) applies to Organizations that use the Solutions, and governs the actions of individuals associated with those Organizations. Local Educational Agencies (LEA) have additional terms of use, included in the TOU – School Addendum.

## 2. Authority

When you create Excel/High5.ID account on behalf of an Organization, then (a) “you” includes you and that Organization, and (b) you represent and warrant that you are an authorized representative of the Organization with the authority to bind the Organization to this Agreement and that you agree to this Agreement on the entity’s behalf.

If you are accessing and using Excel/High5.ID on someone else’s behalf, you represent that you have the authority to bind that person as the principal to these Terms, and to the extent you do not have such authority you agree to be bound to these Terms and to accept liability for harm caused by any wrongful use of the Website resulting from such access or use. In such a scenario, the words "you" and "your" when used in these Terms will apply to the entity on whose behalf you are acting as well as you as an individual as appropriate.

If you are using our Services on behalf of a corporate entity or organization, then you agree to these Terms on behalf of that corporate entity or organization and its affiliates and you represent that you have the authority to do so. In such a scenario, the words "you" and "your" when used in these Terms will apply to your or organization and its affiliates as well as you as an individual as appropriate.

## 3. Permission and grant of license

By using the Solutions, and by logging onto our website you are affirmatively stating your desire to use the Solutions, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in our Privacy Policy; otherwise you may not use the Solutions.

Only users that are allowed to form a binding contract with Excel/High5.ID are allowed to accept these Terms of Use.

Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, limited, non-transferable, freely revocable license to use the Solutions. We reserve all rights not expressly granted to you as defined below.

## 4. Termination

We may terminate this license at any time for any or no reason. Commercially reasonable restitution will be made for any unused portion of fees paid, in amounts not exceeding the total fees collected by us from you.

## 5. Account Stewardship

You are responsible for any activity that occurs on your account. You may never use someone else's account without permission, and you must keep your account password secure. We are not liable for any losses of any kind caused by any unauthorized use of your account.

#### 6. Permission to contact

By providing your email address to us you consent to our using the email address to send you Solutions-related notices, including any required legal notices and other messages, such as additions or changes to the Solutions and/or notices of product offers.

#### 7. Modifications

We may modify these Terms from time to time. We will attempt to notify you via the email address you have provided us with, although we are not obliged to. It is therefore important that you review these Terms regularly to ensure you are updated as to any changes.

Upon making changes, we will update the "Effective Date" found at the top of this page. Continued use of the Solutions after notification of any changes constitutes your acceptance of the new terms.

#### 8. Pricing

We reserve the right to modify our prices at any time, subject to our provision of at least six (6) months written notice to you.

#### 9. Suitable devices

Although we make commercially reasonable efforts to provide compatibility with current and recent devices, accessing the Solutions via older or non-standard devices may provide unsatisfactory results.

### 10. PROHIBITIONS

You are restricted from doing anything to harm our product or try to hack our service. Specifically, by using the Solutions, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Solutions in any medium, including but not limited to by any automated or non-automated "scraping"; (ii) use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Solutions in a manner that sends more request messages to the Excel/High5.ID servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Solutions; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) upload invalid data, viruses, worms, or other software agents through the Solutions; (vii) collect or harvest any third-party personally identifiable information, including account names or Individual Data, from the Solutions; (viii) use the Solutions for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresent your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Solutions; (xi) access any content on the

Solutions through any technology or means other than those provided or authorized by the Solutions; or (xii) bypass the measures we use to prevent or restrict access to the Solutions, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Solutions or related content.

If this Agreement ends you continue to be bound by it in any interactions, you may have with the Solutions.

#### 11. Quality of Service / Continuation of Service

We continually update our Solutions to offer the best possible product. While we plan to continue to offer and improve our Solutions, we may, without prior notice, change, cancel, create usage limits for, or permanently or temporarily stop offering or allowing you access to the Solutions generally (“Service Changes”). While we’ll try to give you advance notice of Service Changes that will adversely affect you, this might not be practical or possible and we retain the right to make Service Changes without notice or liability for any reason.

#### 12. CONTENT RIGHTS AND RESPONSIBILITIES

“Individual Data” means any information associated with an individual in the Solutions. While we may need to access Individual Data to provide the Solutions to you, you own the Individual Data and remain responsible for it. Individual Data may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”); see our Schools Terms of Use Policy for more detail.

“Intellectual Property Rights” means all worldwide patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all related applications and registrations, renewals and extensions.

Except for Individual Data, the Solutions and all materials made available to you in connection with them, including, but not limited to, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and any content belonging to other Users (the “Excel/High5.ID Content”), and all related Intellectual Property Rights, are the exclusive property of Excel/High5.ID and its licensors. Except as specified in this Agreement, nothing may be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Excel/High5.ID Content. To be clear: any use of Excel/High5.ID Content for a purpose not expressly permitted by this Agreement is strictly prohibited.

#### 13. Feedback

If you send us ideas or comments about our Solutions, you agree that we may freely use or reference those ideas and comments and we do not owe you any payment or have any other obligation of any kind for such ideas or comments.

#### 14. Excel/High5.ID DATA

Certain parts of the Solutions may allow you to obtain or access analytics or other data or

information associated with your account (“Excel/High5.ID Data”). Excel/High5.ID Data is licensed to you

for your use on a limited basis and is governed solely by the terms of this Agreement and available for distribution only at our sole discretion. Excel/High5.ID owns the account you use to access the Solutions along with any rights of access or rights to data stored by or on behalf of Excel/High5.ID on Excel/High5.ID servers (except with respect to any Individual Data that we may be storing for you), including but not limited to any data representing any or all of your Excel/High5.ID Data. Excel/High5.ID has the right to manage, control and even eliminate Excel/High5.ID Data, except that

Excel/High5.ID may only use Individual Data as specifically permitted by this Agreement.

YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON EXCEL/HIGH5.ID’S SERVERS MAY BE DELETED AT ANY TIME FOR ANY REASON IN EXCEL/HIGH5.ID’S SOLE DISCRETION, WITH OR WITHOUT

NOTICE AND WITH NO LIABILITY OF ANY KIND. WE DO NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIM, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON EXCEL/HIGH5.ID’S SERVERS.

## 15. SECURITY AND PRIVACY

By using the Solutions you consent to the collection, use and disclosure of your information (including but not limited to Individual Data) as set forth in our Privacy Policy and, if you’re a School, in the Schools Terms of Use, and to have your information (including but not limited to Individual Data) collected, used, transferred to and processed pursuant to our Privacy Policy.

## 16. THIRD-PARTY INTERACTIONS

Our website may contain links to third-party websites or other materials or information that are not owned or controlled by us. For example, we use a third party to look up sex offenders. We do not endorse or assume any responsibility for any third-party sites, information, materials, products, or Solutions. If you access a third party website, you do so at your own risk; this Agreement, the Schools Terms of Use Information, and our Privacy Policy do not apply to your use of those sites or Solutions—those sites and Solutions have their own applicable terms and policies.

## 17. RESPONSIBILITY TO INDEMNIFY

You agree to defend, indemnify and hold harmless Excel/High5.ID and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) use of and access to the Solutions by yourself or any Individual affiliated with your Organization, including any data or content transmitted or received by same; (ii) your violation of any term of this Agreement, including but not limited to your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including but not limited to any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation, including but not limited to COPPA; (v) any content or information that is submitted via your account; or (vi) any other party’s access and use of the Solutions with your unique username, password or other appropriate security code.

## 18. DISCLAIMER OF WARRANTY

THE SOLUTIONS IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SOLUTIONS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTIONS IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, EXCEL/HIGH5.ID, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SOLUTIONS WILL MEET YOUR REQUIREMENTS; THAT THE SOLUTIONS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR

SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SOLUTIONS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOLUTIONS IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SOLUTIONS.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SOLUTIONS ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SOLUTIONS OR ANY HYPERLINKED WEBSITE OR SOLUTIONS (INCLUDING WITHOUT LIMITATION APPLICATIONS), AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SOLUTIONS (INCLUDING WITHOUT LIMITATION DEVELOPERS). FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 19. LIABILITY LIMITATIONS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EXCEL/HIGH5.ID, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SOLUTIONS. UNDER NO CIRCUMSTANCES WILL EXCEL/HIGH5.ID BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SOLUTIONS OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEL/HIGH5.ID ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE

SOLUTIONS; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOLUTIONS; (V) ANY BUGS, VIRUSES, TROJAN HORSES, MALWARE OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SOLUTIONS BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE

SOLUTIONS; AND/OR (VII) ORGANIZATION CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL EXCEL/HIGH5.ID, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO EXCEL/HIGH5.ID HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF EXCEL/HIGH5.ID HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

You are fully responsible for your interactions with other Users, and we have no liability for your interactions with any other Users, or for any User's actions or inactions with respect to you.

## 20. LAWS GOVERNING THE SOLUTIONS

You agree that: (i) the Solutions will be deemed solely based in California; and (ii) the Solutions will be deemed passive Solutions that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement will be governed by the laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply. You agree to submit to the personal jurisdiction of the federal and state courts located in Riverside County, California for any actions related to this Agreement.

## 21. ADDITIONAL INFORMATION

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us in accordance with the terms of our Privacy Policy. This Agreement, together with any amendments and any additional agreements you may enter

into with Excel/High5.ID in connection with the Solutions including other agreements referenced herein, constitute the entire agreement between you and Excel/High5.ID concerning the Solutions. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this

Agreement, which will remain in full force and effect. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Excel/High5.ID's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision. If access to the Solutions is licensed to the United States government or any agency thereof, or any state or county then the Solutions will be deemed to be "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Section 12.212, respectively, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Solutions and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

## Terms of Use – School Addendum

If and only if you are a LEA, the following applies to you.

"Student Data" means "Individual Data" associated specifically with individuals attending your LEA. By using the Solutions provided by Excel/High5.ID, you authorize us to receive Student Data or other information via entry or file from registered Organization users.

### 1. COMPLIANCE WITH APPLICABLE LAWS

Both parties agree to uphold their responsibilities under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA"). We provide the Solutions as an outsourced institutional function under FERPA 34 CFR Part 99.31(a)(1). The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13.

**YOU REPRESENT AND WARRANT THAT YOU HAVE RECEIVED CONSENT FROM PARENTS OR HAVE THE AUTHORITY TO PROVIDE CONSENT ON BEHALF OF PARENTS, FOR US TO RECEIVE STUDENT DATA RELATED TO CHILDREN UNDER 13.**

We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as Excel/High5.ID and that they provide a copy of our Privacy Policy to parents and guardians.

### 2. AUTHORIZATION TO ACCESS DATA

#### A. ACCESS BY US AND OUR AGENTS

As between us, you own all right, title and interest to all Student Data, you are solely responsible for any and all Student Data, whether provided by you, students, or others, and we do not own, control, or license Student Data, except to provide the Solutions.

You authorize Excel/High5.ID to store Student Data. We will receive and process Student Data only in order to provide the Solutions.

You authorize Excel/High5.ID to access and modify Student Data as may be required in the execution of our work under this agreement.

## B. THIRD PARTY ACCESS

We may disclose or provide access to Student Data to our employees and certain service providers with a legitimate need to access such information in connection with providing the Solutions. We and our employees, subcontractors, service providers, or agents involved in the handling, transmittal, and/or processing of Student Data will maintain the confidentiality of any

data that includes personally identifiable information and shall not redisclose such data except as necessary in order to provide the Solutions.

## C. OTHER ACCESS

Student Data is controlled by LEAs, and we cannot permit anyone else to delete or control Student Data or to transfer such content, or allow access to Student Data by parents or legal guardians; as such, we refer any data access requests to you.

## 3. HOW WE USE YOUR STUDENT DATA

### GRANT OF LICENSE

By submitting Student Data or other information to us, whether via the Solutions or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license during the term of these Additional Terms and our Terms of Use to use, transmit, distribute, modify, reproduce, display, and store the Student Data only for the purposes of: (i) providing the Solutions as contemplated in these Additional Terms and our Terms of Use, and (ii) enforcing our rights under these Additional Terms and our Terms of Use.

### USE OF DATA

We will not use the Student Data for any purpose except as explicitly authorized by these Additional Terms and our Terms of Use. For clarity and without limitation, Excel/High5.ID will not use Student Data to engage in targeted advertising.

At your sole discretion, our Associated Agent may be given permission by you to advertise services and products to Students. The default for this option is “permission is not given”.

## B. ANONYMIZED DATA

You agree that we may collect and use data derived from Student Data, including data about any Users' access and use of the Solutions, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular student, User, or LEA. We may use such data to operate, analyze, improve or market our Solutions. We will not share or publicly disclose information that is derived from Student Data. We may, track the number of School users on an anonymized aggregate basis as part of our marketing efforts to publicize the total number of Users of the Solutions, and analyze aggregated usage patterns for product development efforts. You further agree that we may use, store, transmit, distribute, modify, copy, display, create derivative works of the anonymized, aggregated Student Data even after this Agreement has expired or been terminated.

#### 4. DELETING STUDENT DATA

You may request in writing that we delete any of your Student Data in our possession at any time. Within seventy-two (72) hours of our receipt of such notice, we will delete all Student Data, except for Student Data residing on backups or internal logs which will be removed within sixty (60) days, and will provide notice to you when Student Data has been deleted.

#### 5. PRIVACY AND SECURITY

If there is any disclosure or access to any personally identifiable Student Data by an unauthorized party, we will promptly notify any affected LEAs and will use reasonable efforts to cooperate with their investigations of the incident. If the incident triggers any third party notice requirements under applicable laws, you agree that, as the owner of the Student Data, you will be responsible for the timing, content, cost, and method of any required notice and compliance with those laws.

**IMPORTANT:** As a School, you should be absolutely sure to keep secure copies of Student Data in your Student Information System ("SIS") or in other secure storage. You should not rely on us to provide copies of or access to your Student Data. Excel/High5.ID does not interact or interface with your SIS for any data transfer unless specifically requested by you and allowed by your SIS provider.