

User Agreement

Last updated: March 15, 2022 ([summary of updates](#))

Please be advised that this agreement contains an arbitration provision in Section 6 below that affects your rights under this agreement. Except for certain types of disputes mentioned in that provision, you and Gradient Learning agree that (1) disputes between us will be resolved by individual binding arbitration, and (2) you and Gradient Learning waive any right to participate in a class-action lawsuit, class-wide arbitration, or any other representative action.

We have done our best to write this User Agreement in simple and clear terms. In order to facilitate your understanding of the User Agreement we have added notes that provide short summaries of the legal language in plain English.

Introduction

Along is a free, web-based, digital reflection tool designed to make it easier for teachers to help each student feel seen and understood. The Services (defined below), enabled by Along, have been developed to facilitate meaningful one-on-one relationships between teachers and students through research-informed resources and efficient communication (e.g., asynchronous text, video, and/or other supported methods of communication).

Gradient Learning (formerly T.L.P. Education) (“**Gradient Learning**”, “**we**”, “**us**” and “**our**”), a California nonprofit public benefit organization and 501(c)(3) nonprofit organization, is dedicated to helping all students feel encouraged and inspired. With support from the Chan Zuckerberg Initiative, LLC (“**CZI**”), Gradient Learning offers Along as a free service to teachers and students. For clarity, this User Agreement does not apply to any other product or service offered by Gradient Learning, such as Summit Learning, which is offered under separate terms and conditions.

Use of the Services (defined below) is governed by this User Agreement (the "User Agreement") including any exhibits, our [Privacy Policy](#) (the "Privacy Policy"), which identifies the personal information that we collect and how we use and share it, and our [Code of Conduct](#), which has rules that help keep Along a safe space for teachers and students.

1. Contract and Services

1.1 Contract

When you use our Services you agree to all of the terms in this User Agreement, any Addenda to this User Agreement, and our [Privacy Policy](#), which are incorporated into this User Agreement. This User Agreement applies to (a) teachers who register for the Services (“**Registered Teachers**”) and students invited to use the Services by a Registered Teacher (“**Student Users**”) (together, “**Users**”), and (b) school administrators and school district officials of Schools (“**School Administrators**”) whose teachers and students are Users.

You agree that by registering for, accessing, or using our Services as a Registered Teacher, you are agreeing to enter into a legally binding contract, on behalf of, and as an authorized agent of, the educational institution through which you conduct learning activities (“**School**”), with Gradient Learning, and warrant that you have authority to enter into a contract on behalf of your School and bind it to these terms and conditions, in which case the terms “you”, “your” or “User” shall refer to your School.

If you do not agree to the terms in this User Agreement and our [Privacy Policy](#), or you do not have authority to agree on behalf of the School, do not register for, access, or otherwise use any of our Services.

Summary: This User Agreement applies to teachers and their students who use Along, as well as to school administrators of the schools where those teachers work. By using Along, you agree to the terms contained in this User Agreement, its addenda, and our [Privacy Policy](#). You confirm that you have the authority to agree to these terms on behalf of your school and to enter your School into a contract with Gradient Learning.

1.2 Services

This User Agreement applies to Along, including its [website](#), features, and related services accessed through Along (collectively “**Services**”); our provision of the Services; and your access to and use of them.

Summary: This User Agreement applies to all parts of our service.

1.3 Change

We may modify this User Agreement or our [Privacy Policy](#) from time to time. Except as otherwise provided in this User Agreement, if we make material changes to this User Agreement, including changes that impair your rights, we will provide you at least 30 days prior notice pursuant to this Section 1.3. We will seek to provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. The notice will indicate which sections contain material modifications and what choices you may have. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms following their "effective date." If you object to any changes, you must stop using or accessing the Services. If we make any changes to this User Agreement or [Privacy Policy](#), you can request a copy of the prior versions by contacting us at privacy@along.org.

Summary: We may make changes to this User Agreement or our [Privacy Policy](#) as we improve or add more features to Along. When we make material changes to these agreements we will notify you, and your continued use will be under the new terms.

2. Obligations of Users

2.1 Services Eligibility

Only currently enrolled students, teachers of currently enrolled students, and School Administrators are allowed to access the Services. Creating an account with false information is a violation of our terms. The right to access and use the Services is not granted in jurisdictions outside the United States.

Summary: Only school personnel and students within the United States are allowed to register for Along.

2.2 Access to the Services

You agree to limit access to the Services to yourself and to Student Users you invite. You may establish and manage accounts for Student Users (“**Student Accounts**”) and invite Student Users to access the Services using Student Accounts. You are responsible for the proper use of the Services by the Student Users you invite, and you agree to protect the personal information of such students according to the terms of the Data Privacy Addendum.

Summary: Teachers are responsible for the proper use of Along by students they invite to Along. This includes protecting the personal information of students as described in the Data Privacy Addendum below.

2.3 Accounts and Passwords

You agree to: (1) properly log out from your account at the end of each session; (2) not transfer or share your account; and (3) follow the law and the terms of this User Agreement. You are responsible for anything that happens through your account unless you report misuse through the contact information in Section 9 below. If a password is required to use the Services, you also agree to: (4) choose a strong and secure password and (5) keep your password secure and confidential.

Summary: It's important to keep your account secure as you are responsible for anything that happens through your account. By using Along, you agree to protect the security of your account by taking security measures such as logging out of your account after each session, not transferring or sharing your account, and following the law and the terms of this User Agreement.

2.4 No Payment

The Services are provided at no charge and there are no features related to purchasing goods and services included in the Services. We never sell or rent User personal information, including for targeted advertising. Please see our [Privacy Policy](#) for more information about the data we collect and how we use, share, and protect it.

Summary: Along is free to use. We never rent or sell your personal information, and we will not try to sell you anything through our service.

2.5 Notices and Messages

You agree that we can provide notices and messages to you and your School related to the Services in the following ways: (1) within the Services, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date. Please see our [Privacy Policy](#) for more information on how we may contact you and how you may unsubscribe from these communications.

Summary: We may send you notices and messages about Along, either through the product itself or through the contact information you have provided. We will need you to keep your contact information up to date.

2.6 Code of Conduct

You agree to follow our [Code of Conduct](#) when using Along. These are rules that we've created to help maintain Along as a safe space for teachers and students.

Summary: Safety is a shared responsibility. By using Along, you agree to follow our [Code of Conduct](#) when using Along. The guidelines in the Code of Conduct help us to keep Along a safe space for teachers and students.

3. Rights and Limits

3.1 Your License to Us

Our Services include features that require you (e.g. registration) and enable you (e.g. record a video) to provide information and content. As between you and us, you own the content and information that you submit or post using the Services, and you are only granting us the following non-exclusive license:

A worldwide, transferable and sublicensable (through multiple tiers) right to use, copy, modify, publish, distribute, and process the content, feedback, and information that you provide through our Services (including surveys), without any further consent, notice, and/or compensation. The license rights you grant to us are limited in the following ways:

1. If we agree in writing to additional restrictions on use with regard to any feedback, information, and content in the context of our collection of it, we will honor those limits.
2. Our Services do not include any advertising for third-party goods and services. We will not include your content in advertisements for the products and services of third parties to others.
3. We will get your additional consent if we want to give others the right to publish your content beyond the Services.
4. By submitting suggestions or other feedback related to our Services to us, you agree that we can (but do not have to) use and share such feedback for any purpose without compensation to you. We will honor any limits we agree to at the time we collect feedback.
5. If content includes personal information, it is subject to our [Privacy Policy](#).

6. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights and privacy rights).

Summary: Along allows you to share information and to upload content such as videos. It's important that you only upload content and information that is yours and that abides by our policies. You own the content you submit or post, but grant us a license to use it for our service. Because you own your content and information, you may choose to make it available to others. We will not use your content or information in advertisements. For any personally identifiable information, the terms of our [Privacy Policy](#) explain how we restrict our use and keep this information secure.

3.2 Service Change and Availability

We may change, suspend, or end any aspect of the Services at our discretion. To the extent allowed under law, the changes will be effective without notice, but if they are material changes they will be effective upon notice provided to you directly or through the Services. You agree that we have no obligation to store, maintain, or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law, or as otherwise provided in the User Agreement.

Summary: We are constantly working to improve Along for teachers and students. We have the right to change or suspend features at any time. For any material changes to the service, we will be sure to notify you before they take effect.

3.3 Limits

We reserve the right to limit your use of the Services. If we believe that you may be in breach of this User Agreement or law or are misusing the Services (e.g., violating the [Code of Conduct](#)), we reserve the right to temporarily or permanently restrict, suspend, or terminate your access to the Services. If you believe your Services have been wrongfully terminated or restricted, contact us using the contact information provided in Section 9 below.

Summary: Safety is our top priority. If we believe that a user is in violation of our terms and guidelines, we have the right to change or limit access to Along.

3.4 Intellectual Property Rights

Subject to the terms of this User Agreement, we grant you a limited right to access the Services, and we reserve all of our intellectual property rights and other proprietary rights in the Services. Using the Services does not give you any right, title, or interest in our Services or the content or information made available through our Services that is not already yours. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. Our logos and other trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of ours or our licensors.

Summary: Only the content and information you upload to Along is your own. We reserve all of our intellectual property rights, including trademarks and logos within Along.

4. Disclaimer and Limit of Liability

4.1 No Warranty

TO THE EXTENT ALLOWED UNDER LAW, WE (AND OUR SERVICE PROVIDERS AND LICENSORS) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR THAT THE DATA IS ACCURATE OR COMPLETE); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

4.2 Exclusion of Liability

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS WE HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES OR AMENDS THIS CONTRACT), WE (AND OUR SERVICE PROVIDERS AND LICENSORS) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION OR GOODWILL, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT). IN NO EVENT SHALL GRADIENT LEARNING'S LIABILITY (AND

THE LIABILITY OF OUR SERVICE PROVIDERS AND/OR LICENSORS), INCLUDING DIRECT DAMAGES EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, ONE HUNDRED DOLLARS (\$100).

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF WE AND OUR SERVICE PROVIDERS AND/OR LICENSORS HAVE BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

THE LAWS IN SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU. IF YOU ARE A NEW JERSEY RESIDENT, OR A RESIDENT OF ANOTHER U.S. STATE THAT PERMITS THE EXCLUSION OF THESE WARRANTIES AND LIABILITIES, THEN THE LIMITATIONS IN SECTION 4 SPECIFICALLY DO APPLY TO YOU.

Summary: If legally permitted, you limit our liability for all damages to \$100, and accept the Services as is, and without warranties.

5. Termination

Either of us may terminate this User Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your content and feedback related to the Services;
- Sections 2.5(2), 3, 4, 5, 6, 7, 8, and 9; and

Summary: We both have the right to terminate this contract at any time.

6. Arbitration Agreement and Class Action Waiver

THIS SECTION CONSTITUTES AN ARBITRATION AGREEMENT (“Arbitration Agreement”); IT REQUIRES YOU AND GRADIENT LEARNING TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION, SO PLEASE READ IT CAREFULLY.

6.1 Applicability

In the unlikely event we end up in a legal dispute, you and Gradient Learning agree that all Disputes, including Enforceability Disputes, will be resolved exclusively in binding arbitration on an individual basis, except that you and Gradient Learning are not required to arbitrate IP Disputes. Notwithstanding the foregoing, either you or Gradient Learning may bring an individual action in small claims court.

- (1) A “**Dispute**” means a dispute, claim or controversy arising out of or relating to the Services or this User Agreement; or whether that dispute is (1) based on past, present or future events; and (2) in tort, contract, warranty, state, regulation, or other legal or equitable basis.
- (2) An “**Enforceability Dispute**” means a Dispute relating to the interpretation, applicability, or enforceability of this Arbitration Agreement, including the formation of the contract, the arbitrability of any Dispute, and any claim that all or any part of this agreement is void or voidable.
- (3) An “**IP Dispute**” means a Dispute relating to the ownership or enforcement of intellectual property rights.

6.2 Waivers

- (1) **Waiver of Jury Right.** YOU AND GRADIENT LEARNING ARE EXPRESSLY GIVING UP ALL RIGHTS TO A JURY TRIAL OR COURT TRIAL BEFORE A JUDGE, EXCEPT AS EXPRESSLY PROVIDED IN THIS ARBITRATION AGREEMENT. The arbitrator’s decision will be final and binding on both you and us, subject to review solely on the grounds set forth in the Federal Arbitration Act (“**FAA**”).
- (2) **Waiver of Class or Consolidated Actions.** YOU AND GRADIENT LEARNING AGREE THAT ALL DISPUTES MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS. The validity of this waiver – and whether an action may proceed as a class, collective, or representative action – must be decided by a court.

6.3 Initiating a Dispute

To initiate a Dispute, a party must send to the other party written notice of that Dispute containing: (a) the name, address, and contact information of the party giving notice; (b) the facts giving rise to the Dispute; and (c) the relief requested. Notices sent to Gradient Learning must be sent by mail to the address provided in Section 9 of this User Agreement.

You and we agree that the parties shall (in good faith) meet and attempt to resolve the Dispute within 30 days. If the Dispute is not resolved during that time period, then you and a representative of Gradient Learning shall (in good faith) meet and attempt to resolve the Dispute through non-binding mediation with a mutually agreed-upon mediator within 30 additional days. If you and we do not reach an agreement to resolve the dispute within that

60-day period, you or we may commence an arbitration proceeding or file a claim in small claims court.

6.4 Arbitration Rules and Procedure

- (1) **Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Judicial Arbitration & Mediation Services, Inc. (“**JAMS**”) will administer the arbitration before a single arbitrator, and the arbitration will be initiated and conducted according to the Streamlined Arbitration Rules and Procedures (the “**JAMS Rules**”), to the extent they are not inconsistent with the terms of this Arbitration Agreement. The JAMS Rules and instructions about how to initiate an arbitration are available at <https://www.jamsadr.com/rules-streamlined-arbitration> (as of the date of this agreement) or 1-800-352-5267.
- (2) **Fees.** Pursuant to the JAMS Consumer Arbitration Minimum Standards, Gradient Learning will bear all costs of the arbitration (including any JAMS Case Management Fee and all professional fees for the arbitrator’s services), except for the filing fee if you are the party initiating the arbitration.
- (3) **Manner and Location of Arbitration.** You may choose to have the arbitration conducted by telephone, in writing, online, or in person. If in person, you may choose to have the arbitration conducted (a) in San Mateo County, California, (b) in the county where you live, or (c) at another location that you and we agree upon.

6.5 Opt out

You may opt out of this Arbitration Agreement by notifying us no later than 30 days after first becoming subject to it. Your notice must include your name, address, and a clear statement that you want to opt out of this Arbitration Agreement. Notices sent to Gradient Learning must be sent by mail to the address provided in Section 9 of this User Agreement.

6.6 Severability

If any portion of this Arbitration Agreement is found to be unlawful, void or for any reason unenforceable, then that portion shall be severed and the remainder of this Arbitration Agreement shall be given full force and effect.

Summary: You agree that any disputes will be resolved through arbitration and only on an individual basis, in which case you agree to waive your right to a jury trial or court trial before a judge and to waive your right to participate in a class action lawsuit. To initiate a dispute, a written notice must be sent to the other party.

7. General Terms

7.1 Governing Law

This User Agreement and any Dispute between you and Gradient Learning will be governed by California law and/or applicable federal law (including the Federal Arbitration Act) without regard to its choice of law or conflicts of law principles, unless the School is a United States public and accredited educational institution, then any Disputes will be resolved using the laws of the state (within the United States) in which the School is domiciled and/or applicable federal law (including the Federal Arbitration Act), excluding conflicts of law rules.

7.2 Jurisdiction and Venue

Subject to and without waiver of the arbitration provisions in Section 6, you agree that any judicial proceedings (other than small claims actions) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the city and county of San Mateo, California, or federal court for the Northern District of California.

7.3 Severability

If any portion of this User Agreement is found to be unenforceable, you and we agree that the terms will be modified to make that part enforceable while still achieving its intent. If that is not possible, then the unenforceable part will be severed and the rest of this User Agreement enforced.

7.4 Entire Agreement

To the extent allowed by law, the English language version of this User Agreement is binding and other translations are for convenience only. This User Agreement (including any Data Privacy Addendum, the [Code of Conduct](#), any Addenda, and the [Privacy Policy](#)) is the only agreement between us regarding the Services and supersedes all other related oral or written agreements or policies. This User Agreement shall govern the relationship between you and Gradient Learning. If there is a conflict between this User Agreement, any Addenda, the Privacy Policy, or any other agreement between you and Gradient (collectively, "Other Agreements"), the terms of this User Agreement shall apply and take precedence unless specifically provided otherwise in this User Agreement, Addenda, Privacy Policy, or the Other Agreements.

7.5 No Waiver

If we don't act to enforce a breach of this User Agreement, that does not mean that we have waived our right to enforce this User Agreement. Any waiver by us must be in writing.

7.6 Assignment

You may not assign or transfer this User Agreement (or your use of Services) to anyone without our consent. However, you agree that Gradient Learning may assign this User Agreement in connection with a reorganization, or to a successor or assign or affiliate that agrees to assume our obligations under this User Agreement (and Privacy Policy) without your consent. There are no third-party beneficiaries to this User Agreement.

7.7 Notices

You agree that the only way to provide us legal notice is at the address provided in Section 9 of this User Agreement.

Summary: This User Agreement and any disputes are governed by California law, unless your school is a United States public school, then any disputes will be resolved using the laws of your school's state. Any judicial proceedings will take place in the state courts in the city and county of San Mateo, California or the federal court for the Northern District of California.

If any part of the User Agreement is found to be unenforceable, it will be modified to be enforceable. If that isn't possible, the unenforceable part will be removed, but the rest of the User Agreement will be enforced.

You cannot transfer this User Agreement without our consent. Gradient Learning can assign this User Agreement to a successor, who will assume our obligations, without your consent.

Any legal notices must be mailed to our address, provided in Section 9.

8. Complaints Regarding Content (DMCA)

We respect the intellectual property rights of others. We require that content posted by Users does not violate the intellectual property rights of third parties. Please see our [Digital Millennium Copyright Act \(DMCA\) Notification Guidelines](#) for more information. If you believe your intellectual property rights have been violated through the Services, information on how to contact us is available in our [DMCA Notification Guidelines](#).

Summary: We respect your intellectual property rights. If you believe any of your intellectual property rights have been violated through the Services, please find information on how to contact us in our [DMCA Notification Guidelines](#).

9. How To Contact Us

If you have any questions about this User Agreement, our [Privacy Policy](#), [Code of Conduct](#), or our practices, please contact privacy@along.org. To report misuse of your account, please contact security@along.org.

You can learn more about Gradient Learning on our website, <http://gradientlearning.org/>.

You can also reach us by mail at Gradient Learning % Procopio at 818 W. Seventh Street, Suite 930, Los Angeles, CA 90017, and by email at legal@along.org.

Summary: Please contact us if you have any questions at privacy@comealong.org. To report misuse of your account, please contact security@comealong.org.

10. Privacy and Security

Your privacy is extremely important to us, and we limit what we collect and how we use it. Please read our [Privacy Policy](#) and [Data Privacy Addendum](#) which explains how we treat and protect personal information when you use the Services.

Summary: Your privacy is extremely important to us. In addition to the terms in this User Agreement, we encourage you to read our [Privacy Policy](#) and [Data Privacy Addendum](#).

Exhibit 1 – Data Privacy Addendum

Last updated March 15, 2022 ([summary of updates](#))

Modeled after Version 2.0 of the Student Data Privacy Consortium's Model Contract

We have done our best to write this Data Privacy Addendum in simple and clear terms. In order to facilitate your understanding of the Data Privacy Addendum we have added notes that provide short summaries of the legal language in plain English.

SCHOOL [by Registered Teacher as authorized agent on behalf of School] and GRADIENT LEARNING

This **DATA PRIVACY ADDENDUM** ("**Addendum**") is entered into by and between you on behalf of School ("**School**") and **Gradient Learning** (formerly T.L.P. Education) ("**Gradient Learning**"), a California nonprofit public benefit corporation, having an address at 818 W. Seventh Street, Suite 930, Los Angeles, CA 90017, on the Effective Date ("**Parties**"). The Parties agree to the terms as stated herein. Capitalized terms used but not defined herein shall have the meanings set forth in the User Agreement. This Addendum constitutes part of and should be read consistently with the User Agreement.

1. PURPOSE AND SCOPE

1.1 Purpose of Addendum

The purpose of this Addendum is to describe the duties and responsibilities to protect Student Data (defined below) transmitted to Gradient Learning from the School and its Users pursuant to the User Agreement, including compliance with all applicable federal and state privacy statutes. This Addendum defines the base level of security. We regularly evaluate our policies and practices to improve the security of our network and systems and to respond to evolving best practices.

As used in this Addendum, "**Student Data**" means any data, whether gathered by Gradient Learning or provided by School and its Users, that is directly related to a Student User, as more fully described in section 3 of the [Privacy Policy](#). Student Data includes Student User login credentials, passwords, Student User authentication tokens or security devices used for student Service or infrastructure access, and also constitutes Student Records for the purposes of this Addendum. "**Student Records**" includes any information that directly relates to a Student User that is maintained by School and any information acquired directly from the Student User through the use of instructional software or applications assigned to the Student User by School. Student Data does not include information that has been anonymized,

De-Identified Data, or anonymous usage data regarding a student's use of the Services. “**De-Identified Data**” is information that has all direct and Indirect Identifiers removed such that the data cannot reasonably be used to identify or contact a Student User. Finally, “**Indirect Identifiers**” means any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a Student User to a reasonable certainty. When anonymous or non-personal information is directly or indirectly linked with personal information, this anonymous or non-personal information is also treated as personal information. Persistent identifiers that are not anonymized, de-identified or aggregated are personal information.

1.2 Nature of Services Provided

Pursuant to and as fully described in the User Agreement, Gradient Learning has agreed to provide Along and any other products and services that Gradient Learning may choose to provide now or in the future (collectively, the “**Services**”).

1.3 Student Data to Be Provided

In order to use the Services, School and its Users may provide the categories of Student Data described in section 3 of the [Privacy Policy](#).

Summary: This Addendum describes how we are both required to protect student data, including personally identifiable information of a student. Student data means any information related to a student. It does not include de-identified data, which is data that has had all identifying information removed so it cannot reasonably be used to identify or contact a student. The [Privacy Policy](#) identifies the specific types of student data and personally identifiable information that may be provided when using the services.

2. DATA OWNERSHIP AND AUTHORIZED ACCESS

2.1 Student Data Property of School

All Student Data or any other Student Records transmitted to Gradient Learning pursuant to the User Agreement are and will continue to be the property of, and under the control of, the School, or the party who provided such Student Data or Student Records (such as the student or parent). The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Student Records contemplated per the Agreement shall remain the exclusive property of the School or the party who provided such Student Data or Student Records (such as the student or parent). This Addendum is governed by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (“**FERPA**”). For the purposes of FERPA, to

the extent Personally Identifiable Information (as defined below) from Education Records (as defined by FERPA) is transmitted to Gradient Learning from School, Gradient Learning shall be considered a School Official (defined below) with a legitimate educational interest, under the direct control of the School as it pertains to the use of Education Records notwithstanding the above. Gradient Learning shall, at the School's request, provide for review of Student Data or Student Records within thirty (30) days following a written request.

“School Official” means, for the purposes of this Addendum and pursuant to FERPA, a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Education Records; and (3) is subject to FERPA’s terms governing the use and re-disclosure of Personally Identifiable Information from Education Records. **“Personally Identifiable Information”** means data that can be used to identify or contact a particular individual, including direct and Indirect Identifiers and the types of information described in the [Privacy Policy](#).

To the extent this Addendum is governed by the Children’s Online Privacy Protection Act, 15 U.S.C. 6501-6502 (“COPPA”), the School consents to the collection of Student Data as provided in the User Agreement, this Addendum, and our Privacy Policy. Gradient Learning agrees to use Student Data solely for the use and benefit of the School, and for no other commercial purpose.

2.2 Parent or Legal Guardian Access

As set forth in applicable law, School (including the Registered Teacher as the School’s representative, see section 3.4 below) shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review and request amendment of the related student's Student Records and correct erroneous information, consistent with the functionality of the Service. Gradient Learning shall respond within 30 days to the School's written request for Student Records held by Gradient Learning to view or amend as necessary. In the event that a parent or legal guardian of a student or other individual contacts Gradient Learning to review any of the Student Records or Student Data accessed pursuant to the Services, Gradient Learning shall refer the parent, legal guardian or individual to the School. In such an event, School shall follow the necessary and proper procedures regarding the requested information.

2.3 Third Party Request

Should any person other than Gradient Learning, School, a User, or a Service Provider (**“Third Party”**), contact Gradient Learning with a request for Student Data held by Gradient Learning pursuant to the Services, Gradient Learning shall redirect the Third Party (including law enforcement and government entities) to request the Student Data directly from the School. Gradient Learning shall notify the School in advance of any compelled disclosure to a Third Party, unless legally prohibited. For purposes of this Addendum, a Service Provider is someone

who Gradient Learning uses for data collection, analytics, storage, or other service to operate and/or improve the Service, and who has access to Personally Identifiable Information including Student Data.

2.4 No Unauthorized Use

Gradient Learning shall not use Personally Identifiable Information from Student Data, or in a Student Record, for any purpose other than as explicitly specified in the User Agreement.

2.5 Service Providers

Gradient Learning may use Service Providers in order to perform its duties under the User Agreement. Gradient Learning shall enter into written agreements with all Service Providers and shall be responsible for any actions of Service Providers that would be a breach of this Addendum.

Summary: We will not use student personal information in any unauthorized way other than as stated in this Agreement. Student information and student records submitted through Along will remain the property of the school or the person who provided them. Any requests by parents, legal guardians and eligible students to review and correct student records must be made through the school. It's the school's responsibility to provide a reasonable procedure for this review. Third party requests for student information will be directed to the school.

3. DUTIES OF SCHOOL

3.1 Provide Data In Compliance With Applicable Law

School shall provide Student Data or any other Student Records, for the purposes of the User Agreement in compliance with any applicable state or federal laws and regulations (including FERPA and the Children's Online Privacy Protection Act, 15 U.S.C. 6501-6502 "**COPPA**") pertaining to data privacy and security applicable to School. If School provides Education Records to Gradient Learning, School represents, warrants, and covenants to Gradient Learning, as applicable, that School has:

- a. complied with all applicable provisions of FERPA relating to disclosures to school officials with a legitimate educational interest, including, without limitation, informing parents in their annual notification of FERPA rights that the School defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Gradient Learning; or

- b. obtained all necessary parental or eligible student written consent or provided all necessary notice to share the Student Data with Gradient Learning, in each case, solely to enable Gradient Learning's operation of the Services.

3.2 Reasonable Precautions

School shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and Student Data in accordance with the User Agreement, this Addendum and applicable law.

3.3 Unauthorized Access Notification

School shall notify Gradient Learning immediately of any known or suspected unauthorized use or access of the Services or Student Data. School will assist Gradient Learning in any efforts by Gradient Learning to investigate and respond to any unauthorized use or access.

3.4 School Representative

The Registered Teacher entering into the User Agreement shall serve as the representative of the School for the coordination and fulfillment of the duties of this Addendum.

Summary: The school agrees to provide student information in ways that follow state and federal laws, including FERPA. The school will take precautions to keep usernames, passwords, and accounts secure. If there is a breach in the security of accounts or student information, the school will notify Gradient Learning immediately and assist Gradient Learning in investigating and responding to unauthorized use or access. The Registered Teacher will serve as a representative of the school.

4. DUTIES OF GRADIENT LEARNING

4.1 Privacy Compliance

Gradient Learning shall comply with all state and federal laws and regulations related to privacy and security and applicable to Schools and/or Gradient Learning in providing the Services to School.

4.2 Authorized Use

Student Data shared pursuant to the User Agreement, including persistent unique identifiers that are personally identifiable, shall be used for no purpose other than the Services and for the uses set forth in the User Agreement and/or as otherwise legally permissible. The foregoing limitation does not apply to any De-Identified Data.

4.3 Staff Obligation

Gradient Learning shall require all employees, staff, agents, and Service Providers who have access to Student Data to comply with all applicable laws with respect to the Student Data shared under the User Agreement. Gradient Learning agrees to require and maintain written confidentiality obligations from each of its employees, staff, agents, or Service Providers with access to Student Data pursuant to the User Agreement.

4.4 No Disclosure

Gradient Learning shall not disclose any Student Data obtained under the User Agreement in a manner that directly identifies an individual student to any other entity except as authorized by the User Agreement, or as required by law. Gradient Learning will not Sell Student Data. “**Sell**” (consistent with the Student Online Privacy Protection Act, California Business and Professions Code section 22584 (“**SOPIPA**”) and the Student Privacy Pledge) does not include or apply to the purchase, merger, or other type of acquisition of a company by another entity, provided that the company or successor entity continues to treat the personal information in a manner consistent with the Student Privacy Pledge with respect to the previously acquired personal information. Additionally, Gradient Learning will not disclose, trade, or transfer Student Data to any third parties, except with the prior written consent of the School. The prohibition on disclosing, trading, or transferring Student Data does not apply to the access to or disclosure of Student Data (a) to School or School Administrators, (b) to authorized Users, (c) to parents or legal guardians, (d) as authorized by a parent, legal guardian or eligible student, (e) as permitted by law or (f) to Service Providers, in connection with operating or improving the Services. The list of Gradient Learning's Service Providers can be accessed through the [Privacy Policy](#).

4.5 De-Identified Data

Gradient Learning may create De-Identified Data, and De-Identified Data may be used for any lawful purpose including, but not limited to, operating, improving, and developing Gradient Learning's educational sites, services, or applications. Gradient Learning's use of such De-Identified Data shall survive termination of this Addendum or any request by School to return or destroy Student Data. Gradient Learning agrees not to attempt or have any third party attempt to re-identify De-Identified Data except for the sole purpose of validating Gradient Learning's de-identification processes.

4.6 Disposition of Student Data and Student Records

Gradient Learning will delete User accounts if we receive a written request from a Student User, Registered Teacher, or School Administrator. However, some information may remain on logs or encrypted backup storage copies until they are deleted. Further, Gradient Learning may retain information to comply with our legal obligations or to protect the safety and security of our Users or our Services, for example, in cases of past policy and content violations or due to a request from law enforcement. Such information will be disposed of or deleted when it is no longer needed for the purpose for which it was retained. Disposition shall include (1) the shredding of any hard copies of any Personally Identifiable Information contained in Student Data and Student Records; (2) erasing any Personally Identifiable Information contained in Student Data and Student Records; or (3) otherwise modifying the Personally Identifiable Information contained in Student Data and Student Records to make it unreadable, indecipherable or de-identified. Gradient Learning shall provide written notification to the School's representative when the Personally Identifiable Information contained in the Student Data and Student Records has been disposed. The duty to dispose of Student Data and Student Records shall not extend to De-Identified Data.

Deletion Request from Student User: If a Student User requests deletion of a Student Account, that account will be removed from Along after verifying the request. In parallel, Gradient Learning shall notify the Registered Teacher and the School Administrator who will have thirty (30) days from the date of receiving such notice to request any Student Data and Student Records from the Student Account ("**Transfer Period**"). Gradient Learning shall dispose of or delete the Student Account thirty (30) days after the end of the Transfer Period.

Deletion Request from Registered Teacher: If a Registered Teacher requests deletion of a Student Account (on behalf of a Student User or Parent), or the account of the Registered Teacher and all associated Student Accounts, those accounts will be removed from Along after verifying the request. In parallel, Gradient Learning shall notify the School Administrator. Gradient Learning shall dispose of or delete the account(s) thirty (30) days after the end of the Transfer Period.

Deletion Request from School Administrator: If a School Administrator requests the deletion of any accounts associated with their School, Gradient Learning shall delete such accounts, or dispose of or delete all Personally Identifiable Information contained in Student Data and Student Records thirty (30) days after verifying such written request by the School Administrator, or as required by law, and according to a schedule and procedure as Gradient Learning and the School may reasonably agree.

Transfer of Student Data and Student Records: If a written request is received from a School Administrator prior to a deletion request or during the Transfer Period, Gradient Learning shall transfer the Student Data and Student Records to the School Administrator or other designee within thirty (30) days of verifying such written request by the School Administrator, or as

required by law, and according to a schedule and procedure as Gradient Learning and the School Administrator may reasonably agree. If no written request is received during the Transfer Period, Gradient Learning shall delete the User Account, or dispose of or delete all Personally Identifiable Information contained in Student Data and Student Records at the earliest of (a) thirty days after the end of the Transfer Period; (b) when it is no longer needed for the purpose for which it was obtained or (c) as required by applicable law.

4.7 Advertising Prohibition

Gradient Learning shall not use Personally Identifiable Information contained in Student Data to (a) serve Behaviorally Targeted Advertising (defined below) to Student Users or their Parents or any other user; or (b) develop a profile of a Student User or any other user for any commercial purpose other than providing the Services to School or as set forth in the User Agreement. Gradient Learning shall not use or disclose Personally Identifiable Information contained in Student Data for Third-Party Advertising.

As used in this Addendum, “**Behaviorally Targeted Advertising**” means presenting an advertisement to a Student User where the selection of the advertisement is based on Student Data or Student-Generated Content or inferred over time from the usage of Gradient Learning’s website, online service or mobile application by such student or the retention of such Student User’s online activities or requests over time and across non-affiliate websites for the purpose of targeting subsequent advertising. “**Student-Generated Content**” means materials or content created by a Student User during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of such content. “**Third-Party Advertising**” means direct advertising of third parties (i.e. not Users) and their products or services on our Services (e.g., such as when an advertiser would bid to place an advertisement directly on a platform). Gradient Learning does not allow third parties to advertise directly on its Services in user logged in areas of the Services, nor does Gradient Learning sell advertising space in logged in areas on the Service. Gradient Learning also does not use third-party ad servers (such as Google AdWords or AdSense) in user logged in areas of the Service.

Summary: Students’ personal information will only be used as needed to provide educational services. Gradient Learning will not share or sell students’ personal information or use it for targeted advertising. Schools can request that all personal information be deleted or disposed of. De-identified information (data that has had all identifying information removed so it cannot reasonably be used to identify or contact a student) can be used for any lawful purpose.

5. DATA PROVISIONS

Gradient Learning's core security commitments are set forth below and we commit to maintaining this baseline. For more information regarding Gradient Learning's current security practices, see the [Security Whitepaper](#).

5.1 Data Security

Gradient Learning agrees to store and process data by employing administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, and use or acquisition by an unauthorized person, including when transmitting and storing such information. Currently, Gradient Learning implements security practices identified in our [Security Whitepaper](#). These measures shall include, but are not limited to:

- a. Gradient Learning shall implement strong authentication methods including multi-factor authentication (MFA) with strong password complexity for all employees and contractors. These methods meet or exceed Article 4.3 of NIST 800-63-3.
- b. Gradient Learning shall limit access to Student Data to employees, agents, staff, and Service Providers who need access in order for Gradient Learning to provide the Services. To the extent permissible by law, Gradient Learning shall conduct criminal background checks of employees prior to providing access to Student Data and prohibit access to Student Data by any person with criminal or other relevant unsatisfactory information that presents an unreasonable risk to School or its Student Users.
- c. Gradient Learning shall destroy or delete all Personally Identifiable Information contained in Student Data obtained under the User Agreement as set forth in Section 4.6 hereof.
- d. Gradient Learning shall employ a strong modern encryption technology designed to securely transmit (encryption in transit) and store (encryption at rest) all Student Data. Gradient Learning shall maintain all Student Data obtained or generated pursuant to the User Agreement in a secure computing environment and shall not copy, reproduce, or transmit data obtained pursuant to the User Agreement, except as necessary to fulfill the purpose of data requests by School or as otherwise set forth in the User Agreement.
- e. Gradient Learning shall create a secured data backup and recovery capability that is designed to ensure an effective, timely and accurate restoration of all Student Data. The capability will be designed to minimize the amount of Student Data loss in the event of some form of catastrophic failure. For further protection, those backups will be encrypted and are stored in a different region.
- f. Gradient Learning shall adopt and maintain a secure software development lifecycle which will incorporate security practices such as penetration testing, code reviews and architecture analysis as essential functions of the development effort. Any identified security vulnerability will be remediated in a timely manner.

- g. Gradient Learning shall provide periodic security training to those of its employees and staff who have access to Student Data.
- h. Gradient Learning shall enter into written agreements whereby Service Providers agree to prevent unauthorized access and use of Student Data in a manner consistent with the terms of this Section 5.1. Gradient Learning shall periodically review such compliance of Service Providers.

In the event Schools have questions regarding Data Privacy or Security, they may contact our team at privacy@along.org. Vulnerabilities can be responsibly disclosed by contacting security@along.org.

5.2 Incident Response and Security Governance

In addition to those security measures described in Section 5.1, Gradient Learning also implements an incident response and security governance program, which:

- a. Maintains availability for the Services through event monitoring and response procedures for all site outages or any observable occurrences, including automated site outage notifications.
- b. Implements incident response policies, plans and procedures focused on timely and effective incident response.
- c. Restricts network and physical access to infrastructure for the Services. We also leverage services to monitor for suspicious activity and employ professionals with training in security incident detection and response. More information about our infrastructure can be found in the [Security Whitepaper](#).
- d. Implements oversight and governance procedures for security risks and vulnerabilities, including a Vulnerability Disclosure Program and mandatory reviews of any incidents affecting the Services.

5.3 Data Breach

In the event that Gradient Learning becomes aware of an unauthorized disclosure of or access to Student Data (a "**Security Incident**"), Gradient Learning shall provide notice to the School without undue delay or as required by the applicable state law (each, a "**Security Incident Notification**").

- a. Unless otherwise required by the applicable law, the Security Incident Notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

- b. The Security Incident Notification described above in Section 5.2(a) shall include such information required by the applicable state law and the following information:
 - i. The name and contact information of the reporting School subject to this section.
 - ii. A list of the types of Personally Identifiable Information that were or are reasonably believed to have been the subject of the Security Incident.
 - iii. If the information is known at the time the Security Incident Notification is provided, then either (1) the date of the Security Incident, (2) the estimated date of the Security Incident, or (3) the date range within which the Security Incident occurred. The Security Incident Notification shall also include the date of the notice.
 - iv. Whether, to the knowledge of Gradient Learning at the time notice is provided, the notification was delayed as a result of a law enforcement investigation or request.
 - v. A general description of the Security Incident, if that information is possible to determine at the time the notice is provided.
- c. At Gradient Learning's discretion, the Security Incident Notification may also include any of the following:
 - i. Information about what Gradient Learning has done to protect individuals whose Personally Identifiable Information has been breached by the Security Incident.
 - ii. Advice on steps that the person whose Personally Identifiable Information has been breached may take to protect themselves.
- d. To the extent required by the applicable state law, Gradient Learning shall seek to notify the affected parent, legal guardian or eligible student of the Security Incident, which shall include as applicable the information listed in subsections (b) and (c), above.

Summary: Gradient Learning will work to protect student information from unauthorized access by employing administrative, physical, and technical safeguards. These include:

- using strong authentication methods,
- limiting who has access to student data,
- destroying or deleting personal information as needed,
- using strong encryption technology,
- using secured data backup and recovery capability,
- maintaining a secure software development lifecycle,
- providing security training to employees and staff, and
- requiring Service Providers to follow similar terms.

If there is a data breach, Gradient Learning will provide notice to the school as required by law.

6. MISCELLANEOUS

6.1 Term

Except as otherwise stated herein, Gradient Learning shall be bound by this Addendum for the duration of the User Agreement or a longer period as required by law.

6.2 Termination

In the event that either Party seeks to terminate this Addendum, they may do so by terminating the User Agreement as set forth therein.

6.3 Effect of Termination

If the User Agreement is terminated and no other agreement between School and Gradient Learning is in effect through other Registered Teachers or School Administrators, Gradient Learning shall dispose of all of School's Personally Identifiable Information contained in Student Data pursuant to Section 4.6.

6.4 Priority of Agreements

This Addendum shall govern the treatment of Student Data. With respect to the treatment of Student Data, in the event there is conflict between the terms of this Addendum and the User Agreement, or any other agreement between the School and Gradient Learning, the terms of this Addendum shall apply and take precedence. Except as described in this paragraph, all other provisions of the User Agreement shall remain in effect.

6.5 Notice

All notices or other communication required or permitted to be given hereunder must be sent to School or Gradient Learning, as applicable, as provided in the User Agreement.

Appendix A – Certain State-Specific Terms, to Exhibit 1, Data Privacy Addendum

This document, Appendix A, Certain State-Specific Terms (“Appendix”) is incorporated into Exhibit 1, Data Privacy Addendum (“DPA”) of the User Agreement available at <https://www.along.org/user-agreement/#exhibit-1> and the Privacy Policy available at <https://www.along.org/privacy-policy/> (collectively, the “Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

California

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by California AB 1584, codified at California Education Code § 49073.1, and includes the following statements:

1. As set forth in section 2.1 of the Along DPA, pupil records continue to be the property of and under the control of the School;
2. As set forth in section 4.2 of the Along DPA, any information in the pupil record shared with Gradient Learning pursuant to the User Agreement, shall be used for no purpose other than those required or specifically permitted by the Along User Agreement and the Along Privacy Policy;
3. A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil’s records that is collected by Gradient Learning, and correct erroneous information, as set forth in section 2.2 of the Along DPA and section 4 of the Along Privacy Policy;
4. As set forth in section 5.1 of the Along DPA and section 6 of the Along Privacy Policy, Gradient Learning shall provide periodic security training designed to ensure the security and confidentiality of pupil records to those of its employees and staff who have access to pupil records;
5. As set forth in section 5.3 of the Along DPA, Gradient Learning will notify the School when there has been an unauthorized release, disclosure or acquisition of pupil records; and to the extent required by Cal. Civ. Code § 1792.82 et seq, Gradient Learning, in coordination with the School as appropriate, shall seek to notify the affected parent, legal guardian or eligible pupil;
6. As set forth in section 4.6 of the Along DPA and section 7 of the Along Privacy Policy, a pupil’s records shall not be retained or available to Gradient Learning upon completion of the terms of the Along User Agreement;

7. As set forth in section 2.1 and section 3.1 of the Along DPA, Gradient Learning and School, shall ensure compliance with the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g); and
8. As set forth in section 4.7 of the Along DPA and section 3.3. Of the Along Privacy Policy, Gradient Learning shall not use personally identifiable information in pupil records to engage in targeted advertising.

Colorado

Gradient Learning complies with all applicable requirements of Colorado's Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq.

Connecticut

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by the Connecticut Act Concerning Student Data Privacy, Conn. Gen. Stat. Ann. § 10-234aa-dd, and includes the following statements:

1. As set forth in section 2.1 of the Along DPA, Student Data, which includes student information, student records and student-generated content, are not the property of or under the control of Gradient Learning;
2. Section 4.6 of the Along DPA sets forth the means by which School may request the deletion of any Student Data in the possession of the contractor that is not (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Gradient Learning;
3. As set forth in section 4.2 of the Along DPA, Gradient Learning shall not use Student Data for any purposes other than those authorized pursuant to the Agreement. The Along User Agreement and the Along Privacy Policy set forth the exclusive purposes for which the Student Data will be used by Gradient Learning;
4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data collected by Gradient Learning, and correct erroneous information, if any, in such student record as set forth in section 2.2 of the Along DPA and section 4 of the Along Privacy Policy;
5. Gradient Learning's core security commitments designed to ensure the security and confidentiality of Student Data are set forth in section 5.1 of the Along DPA and outlined in section 6 of the Along Privacy Policy;

6. As set forth in section 5.3 of the Along DPA, Gradient Learning will notify the School when there has been an unauthorized release, disclosure or acquisition of Student Data;
7. As set forth in section 4.6 of the Along DPA and section 7 of the Along Privacy Policy, Student Data shall not be retained or available to Gradient Learning upon termination of the User Agreement;
8. As set forth in section 2.1 and section 3.1 of the Along DPA, Gradient Learning and School, shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time;
9. As set forth in section 7.1 of the Along User Agreement, the laws of the state of Connecticut shall govern the rights and duties of Gradient Learning and the School; and
10. As set forth in section 7.3 of the Along User Agreement, if any provision of the Agreement or the application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application.

Illinois

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by the Illinois Student Online Personal Protection Act (“SOPPA”), codified at 105 ILCS 85/5, and includes the following statements:

1. A listing of the categories or type of information to be provided to Gradient Learning is available for public review in section 3.1 of the Along Privacy Policy;
2. Pursuant to and as fully described in the User Agreement, Gradient Learning has agreed to provide Along, including its [website](#), features, and related services accessed through Along (collectively “Services”) to the School;
3. Pursuant to section 2.1 of the Along DPA, in performing its obligations under the Agreement, Gradient Learning is acting as a school official with a legitimate educational interest; is performing an institutional service or function for which the School would otherwise use its own employees; is under the direct control of the School with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest;
4. If a “Security Incident”, as defined in section 5.3 of the Along DPA , is primarily attributable to Gradient Learning, Gradient Learning shall subject to section 4.2 of the Along User Agreement, reimburse and indemnify School for any and all costs and expenses that the School incurs with: (a) providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract; (b) audit costs, fines, and any other fees or damages imposed against the School as a result of the security breach; and (c) providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws;

5. The School shall notify Gradient Learning when the Student Data it has provided pursuant to the DPA is no longer needed for the School's purpose(s) under the Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Agreement and this DPA, Gradient Learning will delete or transfer Student Data as set forth in section 4.6 of the DPA. Gradient Learning will comply with School's request and delete or transfer the Student Data within a reasonable time period, not to exceed 30 days after verifying the written request, and according to a schedule and procedure as Gradient Learning and the School may reasonably agree.
6. Pursuant to SOPPA, School shall publish on its website a copy of the Along DPA, including this Appendix.

Kentucky

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by Kentucky Revised Statutes 365.734, and includes the following statements:

1. As set forth in section 4.2 of the Along DPA, Gradient Learning shall not process Student Data other than providing, improving, developing, or maintaining the integrity of the Services to the School as authorized pursuant to the Agreement. The Along User Agreement and the Along Privacy Policy set forth the exclusive purposes for which the Student Data will be used by Gradient Learning;
2. As set forth in section 4.7 of the Along DPA and section 3 of the Along Privacy Policy, Gradient Learning shall not process Student Data to advertise or facilitate advertising or to create or correct an individual or household for any advertisement purpose, and shall not sell, disclose or otherwise process Student Data for any commercial purpose.

Nevada

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by Nevada Revised Statute 388.272, and includes the following statements:

1. Gradient Learning's commitments to protect the privacy and security of Student Data are set forth in the Along DPA, including section 5.1, and are outlined in the Along Privacy Policy; and
2. Gradient Learning acknowledges it may face potential liability as a penalty for intentional or grossly negligent noncompliance with this Agreement, including

termination of the Agreement and payment of monetary damages, subject to section 4.2 of the Along User Agreement, for any breach of the terms of this Agreement that cause actual harm to the School.

New York

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by New York State Education Law § 2-d (“Section 2-d”), and Part 121 of the New York State Education Department (“NYSED”) regulations implementing Section 2-d.

New York's Parents Bill of Rights for Data Privacy and Security is incorporated into the Agreement and Gradient Learning agrees and acknowledges that:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes;
2. Parents have the right to inspect and review the complete contents of their child's education record that is shared with or collected by Gradient Learning, as set forth in section 2.2 of the Along DPA and section 4 of the Along Privacy Policy;
3. Gradient Learning complies with all applicable state and federal laws that protect the confidentiality of personally identifiable information, and, as set forth in section 5.1 of the Along DPA and section 6 of the Along Privacy Policy, employs safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, when data is stored or transferred;
4. A complete list of all student data elements collected by Gradient Learning is available for public review in section 3.1 of the Along Privacy Policy; and
5. Parents have the right to have complaints about possible breaches of student data addressed. Gradient Learning will promptly address any such complaints directed to privacy@along.org.
6. The Along User Agreement and the Along Privacy Policy set forth the exclusive purposes for which the student data or teacher or principal data will be used by Gradient Learning;
7. As set forth in section 2.5 of the Along DPA and section 3.4 of the Along Privacy Policy, Gradient Learning may disclose the student data or teacher or principal data to subcontractors, or other authorized persons or entities (“Service Providers”) in order to perform its duties under the User Agreement. Gradient Learning shall enter into written agreements with all Service Providers and shall be responsible for any actions of Service Providers that would be a breach of this document.
8. Section 4.6 of the Along DPA and section 7 of the Along Privacy Policy sets forth the time period, not to exceed 60 days, and process by which Gradient Learning will either

delete or transfer personally identifiable information upon the expiration of the contract or when requested to do so by notification from the contracting party;

9. A parent, student, eligible student, teacher or principal may correct inaccurate student data or teacher or principal data that is collected by Gradient Learning as set forth in section 2.2 of the Along DPA and section 4 of the Along Privacy Policy;
10. Where required by applicable law, all student data or teacher or principal data will be stored within the United States and protected by employing administrative, physical, and technical safeguards designed to protect it from unauthorized access, disclosure, and use or acquisition by an unauthorized person, including when transmitting and storing such information.
11. The data will be protected using encryption while in transit and at rest as further detailed in section 5.1 of the Along DPA.
12. For purposes of compliance with NYSED regulation Part 121.6 implementing Section 2-d, details of Gradient Learning’s data privacy and security plan can be found in our [Security Whitepaper](#).

North Carolina

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by North Carolina General Statutes § 115C-402.5(b)(6), and includes the following statements:

1. Gradient Learning’s commitments to safeguard the privacy and security of Student Data are set forth in the Along DPA, including section 5.1, and are outlined in the Along Privacy Policy; and
2. Gradient Learning acknowledges it may face potential liability as a penalty for intentional or grossly negligent noncompliance with this Agreement, including termination of the Agreement and payment of monetary damages, subject to section 4.2 of the Along User Agreement, for any breach of the terms of this Agreement that cause actual harm to the School.

Oklahoma

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by Oklahoma statute § 70-3-168, and includes the following statements:

1. Gradient Learning's commitments to safeguard the privacy and security of Student Data are set forth in the Along DPA, including section 5.1, and are outlined in the Along Privacy Policy; and
2. Gradient Learning acknowledges it may face potential liability as a penalty for intentional or grossly negligent noncompliance with this Agreement, including termination of the Agreement and payment of monetary damages, subject to section 4.2 of the Along User Agreement, for any breach of the terms of this Agreement that cause actual harm to the School.

Rhode Island

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by Rhode Island HB 7124, as codified by General Laws § 16-104-1, and includes the following statements:

1. As set forth in section 4.2 of the Along DPA, Gradient Learning shall process data of a student enrolled in kindergarten through twelfth (12th) grade ("Student Data") for the sole purpose of providing the Services to the School as authorized pursuant to the Agreement. The Along User Agreement and the Along Privacy Policy set forth the exclusive purposes for which the Student Data will be used by Gradient Learning;
2. As set forth in section 4.7 of the Along DPA and section 3 of the Along Privacy Policy, Gradient Learning shall not process Student Data for any commercial purposes, including, but not limited to, advertising purposes that benefit Gradient Learning.

West Virginia

The Along User Agreement, incorporating the Along DPA and this Appendix constitutes the written agreement mandated by West Virginia Code § 18-2-5h, and includes the following statements:

1. Gradient Learning's commitments to safeguard the privacy and security of Student Data are set forth in the Along DPA, including section 5.1, and are outlined in the Along Privacy Policy; and
2. Gradient Learning acknowledges it may face potential liability as a penalty for intentional or grossly negligent noncompliance with this Agreement, including termination of the Agreement and payment of monetary damages, subject to section 4.2 of the Along User Agreement, for any breach of the terms of this Agreement that cause actual harm to the School.