Attachment I to Agreement for Consulting Services

Khan Academy for Districts

Contract for Services

PREPARED FOR: COMPTON UNIFIED SCHOOL DISTRICT

INTRODUCTION

This Agreement is made and entered into this 10th day of June, 2019, between the Compton Unified School District of Los Angeles County, hereinafter referred to as the “District,” and Khan Academy, Inc. hereinafter referred to as “Khan Academy,” and jointly referred to herein as the “Parties”.

Pursuant to this Agreement, the District agrees to subscribe to the Khan Academy for Districts service (the “District Service”) for the term specified herein. The District Service is a premium, subscription-based service that is offered as a complement to Khan Academy’s website and related application programming interfaces (API’s), mobile applications and online services, which are provided free of charge.

SCOPE OF SERVICES

Services will be provided to 3 schools serving approximately 4,400 students in grades 9-12.

Services to be provided comprise (1) access to the Khan Academy district dashboard, rostering support for schools and teachers, implementation support and priority technical support for teachers in the District ("Platform Services"), and (2) consulting services provided to the District, including professional development/training and consultation services provided by the Khan Academy partnership manager for the District ("Consulting Services").

More detail on the services to be provided are described in Exhibit A, which is attached hereto and incorporated herein by reference.

Consulting Services will be provided pursuant to the Districts’ Agreement for Consulting Services to which this Agreement is attached. Platform Services will be provided pursuant to Khan Academy’s Terms of Service for the District Service, which are attached hereto as Exhibit B and incorporated herein by reference.

TERM

Services are provided for a term of one year, commencing on July 11, 2019, and ending on June 30, 2020. Under no circumstance shall the term of the contract extend beyond June 30, 2020 without a written amendment to this Agreement executed by the Parties in writing.
FEE / EXPENSES

District agrees to pay Khan Academy for services satisfactorily rendered pursuant to this Agreement a total fee of $44,000.

Khan Academy shall assume all expenses, including but not limited to travel expenses, incurred by Khan Academy in connection with performance hereunder, and the District shall not have any responsibility thereof.

The fee includes up to 7 trainer-days and/or consultation days by the Khan Academy partnership manager on-site within the District.

CONTACT INFORMATION

<table>
<thead>
<tr>
<th>District</th>
<th>Khan Academy</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>District Name</strong></td>
<td>Compton Unified School District</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>510 S. Santa Fe Ave.</td>
</tr>
<tr>
<td><strong>City/State/Zip</strong></td>
<td>Compton, CA 90221</td>
</tr>
<tr>
<td><strong>Primary Contact</strong></td>
<td>Greg Puccia, Senior Director*</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><a href="mailto:tpuccia@compton.k12.ca.us">tpuccia@compton.k12.ca.us</a></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td>310-400-4876</td>
</tr>
</tbody>
</table>

APPROVAL

The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

By its signature on the Agreement for Consulting Services to which this contract is attached, each party confirms its acceptance of proposal set forth herein. This proposal will become binding upon the signature of both parties to the Agreement for Consulting Services.
EXHIBIT A - SERVICE DESCRIPTION FOR COMPTON UNIFIED SCHOOL DISTRICT

Goals:

The goal of the parties is to support CUSD by driving usage of Khan Academy for practice and learning in grades 9-12 across the following subjects:

- Mathematics grades 9-12: digital practice and differentiation tool;
- SAT preparation: after-school program and as a supplement to core instruction in 10-11 math and ELA classes;
- Other full-year courses in science and the humanities: recommended tool for student practice (full list of courses included hereinafter).

Overview of product and services

Consulting Services

Professional development and training: Khan Academy will provide up to 7 full days of tailored, in-person and virtual professional development to help teachers and district staff strategically use and support Khan Academy as a learning platform. Khan Academy will also provide training upon request for principals and parents. This professional development may include differentiated trainings by subject (SAT, math, science, humanities) and experience level (beginner, intermediate, advanced). The timing, format and length of these trainer-days will be based on mutual agreement between CUSD and Khan Academy. A trainer-day represents one day spent by one Khan Academy representative.

Dedicated relationship manager. Khan Academy will provide a yearlong relationship manager who will help CUSD plan out training, analyze data, provide ongoing support, synthesize teacher feedback, provide product updates, and respond to custom requests as they arise throughout the school year.

Platform Services

Rostering: Khan Academy will provide bulk account creation and rostering support through Clever SecureSync and will make regular updates throughout the school year as students enter and leave the district, transfer schools, or switch teachers and/or class periods.

Detailed data insights and dashboard: Khan Academy will provide district- and school-level data and dashboards to CUSD. Usage and performance data will provide views of student progress, growth, and academic strengths and weaknesses on Khan Academy. Data will enable CUSD to analyze and understand usage and performance trends.

- Principals and other school-site administrators will have access to Khan Academy data
about all the students and teachers in their school.

- District-wide administrators will have access to Khan Academy data for all the students, teachers, and schools in their district.
- Data will be exportable in raw data form and will contain a unique identifier to import into the district’s student information system.

**Priority technical support.** All CUSD teachers and staff will be tagged based on their district-provided email domain to receive top-priority technical support within the Khan Academy help center.

**Scope of relationship**
The above services will be provided to all students and relevant teachers in grades 9-12.

**Khan Academy courses**
The following 9-12 courses will have comprehensive instructional and practice content for the 2019-2020 school year.

**Test prep**
- Official SAT Practice

**Math**
- 9-12 grade math
- AP Calculus AB
- AP Calculus BC
- AP Statistics

**Science and computing**
- High school biology
- AP Biology
- AP Physics 1
- AP Computer Science Principles

**Humanities and economics**
- US History
- AP US History
- AP Government and Politics
- Macroeconomics
- AP Macroeconomics
- Microeconomics
- AP Microeconomics
Khan Academy

Khan Academy for Districts

Terms of Service

Set forth below are the Terms of Service ("TOS") made between Khan Academy, Inc., a 501(c)(3) organization ("Khan Academy" or "we" or "us") and a school, school district or other local education agency entity (each, an “LEA”) subscribing to Khan Academy for Districts ("Customer" or "you"). This TOS governs the use of the Khan Academy for Districts service (the "District Service").

The District Service is a premium, subscription-based service that is offered as a complement to Khan Academy's website located at http://khanacademy.org and related application programming interfaces (API's), mobile applications and online services (the "Website").

Access to the Website and use of the standard features is provided free of charge. Through the District Service, Khan Academy provides (i) enhanced features to facilitate set-up, management, and use of Website accounts for use in the classroom; (ii) implementation assistance and training for Users registered as teachers, school leaders, aides, or other similar personnel ("School Personnel"); (iii) priority tech support for classroom use of the Website and (iv) detailed data insights on Website usage and performance through a district/LEA dashboard.

As used herein, visitors and users of the Website (including students, teachers, and parents) are referred to individually as “User” and collectively as “Users” and accounts held by those persons are referred to as "User Accounts."

1. Subscription Terms.
   1.1 Subscription Terms. The District Service is offered to Customer for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms") set forth in the then-current quote or sales contract for the account. When using the District Service, you will also be subject to our Privacy Policy and any posted guidelines, policies or rules applicable to specific features of the District Service or use of the Website, which may be posted from time to time (collectively the “Guidelines”). The Account Terms, this TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the District Service and are referred to collectively as the "Agreement". Your account terms specify the scope of services provided, including by reference to number of accounts, students, subjects or grade levels included in your subscription. Student accounts will be counted upon activation, and may not be shared or transferred among Students.
1.2 Payment. Customers may tender payment by wire transfer, check, or other methods at Khan Academy’s discretion (contact us for details). Payment must be received by Khan Academy no later than 30 days after Khan Academy issues an invoice. If Khan Academy does not receive payment within 30 days, the invoice is past due and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of an account does not relieve the Customer of its obligation to pay for the District Service for the full term of the subscription. Customer is responsible for paying all fees and applicable taxes, if any, associated with the District Service, including any sales, use, or value added taxes.

2. District Admin Accounts.

2.1 Admin Accounts. In order to access the dashboard features of the District Service, Customer must register for one or more accounts for use by School Personnel who will administer the LEA’s use of the District Service ("Admin Accounts"). Admin Accounts are provided for the sole purpose of oversight, administration, account management and access to District Service provided through the dashboard. Any use of an Admin Account for other purposes is not authorized.

2.2 Account Access. Each authorized administrator will register for a separate account. Customer is solely responsible for maintaining the confidentiality of each Admin Account and access credentials for use of the accounts, and Customer agrees to accept responsibility for all activities that occur under such accounts and access credentials. If you have reason to believe that any Admin Account or User Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure of use of the account ID, password or other access credential), then you agree to promptly notify your designated Khan Academy account representative. You may be liable for the losses incurred by Khan Academy or others due to any unauthorized use of Admin Accounts and/or User Accounts.

2.3 Limitations on Use. The District Service and Website are provided to you for educational purposes as part of the curriculum for schools in your LEA. You must use the District Service and the Website in compliance with all applicable laws, rules, and regulations. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the District Service, the Website, or access to the District Service or Website.


3.1 User Account Terms. User Accounts are provided free of charge to students, teachers, and other authorized School Personnel. User Accounts and use of the Website are governed exclusively by the Khan Academy Website Terms of Use ("Website TOS") and Privacy Policy.

3.2 Use of Student Data; Customer Responsibility for Parental Consents and Notices.

(a) Customer is familiar with and agrees to be responsible for compliance with the Family Educational Rights and Privacy Act and the US Department of Education’s implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users in your LEA (collectively, "Applicable Privacy Law").
(b) Customer assumes sole responsibility for providing appropriate disclosures to students using Khan Academy for classroom use ("Students") and their parents regarding Student use of the Website, our Website TOS, and our Privacy Policy, including any notices required by the Children's Online Privacy Protection Act of 1998 ("COPPA"), FERPA, or other Applicable Privacy Law. Customer is responsible for complying with all parental notice requirements and parental requests regarding collection, use and disclosure of Student personal information, except as provided in Section 3.7.

(c) Customer assumes sole responsibility for obtaining any consents required from parents or guardians, to the extent required under COPPA, FERPA or other Applicable Privacy Law, in connection with the District Service, use of the Website for classroom use (including use of Linked Accounts referred to in Section 3.5), and disclosure of personally identifiable information to Khan Academy in connection therewith. Customer represents and warrants to Khan Academy that, prior to creation of accounts under Section 3.3, either:

i. it has obtained all necessary parent or guardian consents, or

ii. it has complied and will comply with all applicable requirements of an exemption from or exception to parental consent requirements, including:

- under FERPA, Customer has complied and will comply with the "school official" exception, or the "directory information" exception thereunder; and

- under COPPA, with respect to Students under the age of 13, Customer is acting as the agent of the parent and consenting on their behalf to the sharing of the Student's personal information.

3.3 School Accounts.

(a) Account Set-up and Rostering. Each Student and School Personnel requiring access to the Website for classroom use will be registered with a Khan Academy account associated with your LEA. Khan Academy will facilitate the creation of individual accounts and assign Students to initially designated classes solely at Customer's direction and in accordance with its instructions. Customer is solely responsible for providing Khan Academy with access to complete and accurate information required to facilitate account set-up and fulfill rostering requirements, and for maintaining the accuracy of such data. Such information will be provided in an agreed-upon format, which may include a third-party rostering or single sign-on service, as agreed between Customer and Khan Academy. Such information will include information necessary to separately identify accounts to be held by Students under age 13 and age 13 or above (either, "Student Accounts"), and by School Personnel ("Teacher Accounts" and, together with Student Accounts, "School Accounts"). Khan Academy will attempt to identify and include in the LEA roster any pre-existing School Accounts that match the rostering data provided by Customer, rather than creating new accounts for those Users. Customer understands and agrees that Students are bound to the Website TOS.

(b) Updates. Rosters will be updated regularly based on updated information provided by Customer. Upon termination of School Personnel employment with your LEA, such School Personnel must return and cease using all login details he or she has in his or her possession. If at any time Customer learns that a User claims to be affiliated with your LEA who is not, in fact, affiliated with your LEA, or that a parent has refused or rescinded any parental consent required for Student use of the
Website, or otherwise become aware of any errors in roster information, Customer will notify Khan Academy.

3.4 **Integrated Service.** Khan Academy may enable you to interact with the Website through, or otherwise associate the LEA’s accounts with, certain third party services, including third-party rostering, authentication or single sign-on services, such as Google Accounts or Clever ("Integrated Service"). By registering for the Website using (or otherwise granting access to or approving use of) an Integrated Service, Customer agrees that Khan Academy may access, store and use data obtained through the Integrated Service consistent with our Privacy Policy, and may disclose data to the Integrated Service if you use the Integrated Service to receive data. Customer agrees to any and all terms and conditions of the Integrated Service regarding use of the Website and District Service via the Integrated Service. Khan Academy does not endorse any particular Integrated Service, and Customer is solely responsible for interactions with the Integrated Service that occur as a result of accessing the Website or District Service through the Integrated Service. Khan Academy does not control the practices of Integrated Services, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices. ACCESS AND USE OF INTEGRATED SERVICES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THOSE SERVICES, IS SOLELY AT YOUR OWN RISK.

3.5 **Personal Accounts.**

(a) **Linked Accounts.** Students and other School Users may have personal accounts (i.e., accounts associated with an email address other than the applicable LEA account or School email address) in addition to School Accounts. Khan Academy may permit a User to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a User chooses to associate a personal account with their School Account, the two accounts will be deemed "Linked" Accounts, and the User's learning activity (information regarding use of the Website generated by the User through use of the Website), whether generated during or outside of the school use, may be viewed by any person with access to either account. "Linked" Accounts are not separately functioning accounts; they permit access to a singular Khan Academy account using more than one account interface or set of access credentials. Linked Accounts may benefit Students who want to use the Website for both personal and School purposes, by allowing School Personnel to have a deeper understanding of Student progress, and by allowing Users to keep track of all of their Khan Academy learning activity on an aggregate basis. The User's election to enable Account Linking must be made, if at all, in connection with the initial account registration and rostering process for a given school year. Unless we and Customer otherwise agree in writing, signed by both parties, prior to creation of School Accounts, Khan Academy may (but is not required to) enable linking of accounts as described herein.

(b) **Khan Academy Activity in Linked Accounts.** Upon any termination of the School Account by authorized School Personnel, the User's learning activity (including any learning activity from school use) will be retained in any Linked personal account.

(c) **User-Generated Content.** Prior to termination of School Accounts at the direction of School Personnel, Khan Academy may invite Users, or parents or legal guardians of Students, to establish and maintain a personal account for purposes of retaining
any content generated or provided and owned by Users under the Website TOS (including such User's learning activity). Any such Personal accounts will be established under Khan Academy's standard account opening process, including parent consent for Users under the age of 13.

3.6 **Student Records.** In the course of providing the District Service, Customer may provide Khan Academy with access to certain Student Records. “Student Records” are information relating to a student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the student with reasonable certainty, and is (i) provided to Khan Academy by the Customer, Students or parents of Students, or (ii) collected by Khan Academy from Customer, Students or parents of Students during the provision of the Service to Customer pursuant to this Agreement. Student Records may include “education records” as that term is defined under FERPA. Customer represents and warrants that it is authorized to provide such data to Khan Academy. Khan Academy confirms that Student Records will be maintained and used in accordance with Khan Academy's Privacy Policy and any separate Data Protection Agreement (a "DPA") entered into by and between Customer and Khan Academy. Student Records shall not include de-identified data or information that has been anonymized, or anonymous usage data regarding a Student's use of the Website.

3.7 **Access Requests.** Khan Academy shall cooperate and assist Customer in responding to requests made by a parent, legal guardian or eligible student for the review of personally identifiable information contained in the related Student Records and to correct erroneous information, consistent with the functionality of services. In the event that a parent/legal guardian of a student or eligible student contacts Khan Academy to review Student Records (in addition to any information that may be accessed in a parent account that is associated with that Student), Khan Academy may refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

4. **Proprietary Materials**

4.1 **Proprietary Materials: Licenses.** The Website and District Service are owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional development resources, and all other elements of the Website and District Service (the “Services Materials”) are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any content provided and owned by Users under the Website TOS, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Website or District Service are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted to Users under the Website TOS.

4.2 **Permitted Use: Prohibited Conduct.** Subject to this TOS and Customer’s payment of all applicable fees for the District Service, School Personnel may access and use the District Service, solely through their School Accounts, and solely for Customer’s educational purposes. You shall not, nor permit any of your authorized Users to, use, or permit the
use of, the educational videos, exercises, and related supplementary materials that are owned by Khan Academy or its third-party licensors (the “Licensed Educational Content”) made available on the Website, or any educational, user-readable source code in connection with the “Computer Science” modules or exercises available on the Website (the “Licensed Educational Code”), except as permitted under, and pursuant to, the Website TOS. You shall not, nor permit any of your authorized Users to, engage in any conduct using the Website that is "Prohibited Conduct" under the Website TOS.

5. **Confidentiality.** Your Account Terms, and any quotes or proposals relating to your account, include information that is proprietary and confidential to Khan Academy. You agree to keep such terms, quotes or proposals confidential, and to not disclose such terms, quotes or proposals to any third party, to the fullest extent permitted by law.

6. **Indemnification.** To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Khan Academy, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners (“Khan Academy Parties”) from any judgements, settlements, losses, damages, liabilities, costs and expenses of any kind (including legal fees and expenses), from any claim or demand brought against Khan Academy by a third party relating to or arising from (i) your access to, use or misuse of the District Service; (ii) your violation of this Agreement, or any breach of the representations, warranties, and covenants made by you herein; (iii) your failure to comply with any international, federal, state or local law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations, including without limitation, COPPA, FERPA, or other Applicable Privacy Law, (including any failure to obtain or provide any necessary consent or notice), (iv) any use or misuse of the Website, violation of Website TOS or any other action related to School Users registered by you or at your direction; (iv) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, or (v) your breach or alleged breach of any interaction, agreement, or policy between you and any individual User or parent or guardian of a Student. Khan Academy will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it, and to provide you with reasonable assistance, at your request, in respect of the defense of such claim. Khan Academy reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Khan Academy, and you agree to cooperate with Khan Academy’s defense of these claims. You will not settle any claim without Khan Academy’s consent.

7. **Disclaimers; No Warranties.**

7.1 **No Warranties.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 8, THE SERVICE, THE WEBSITE, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE SERVICE AND WEBSITE (“COLLECTIVELY THE "KHAN ACADEMY OFFERINGS") , ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE KHAN ACADEMY PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN PARTICULAR, KHAN ACADEMY AND THE KHAN ACADEMY PARTIES DO NOT WARRANT THAT THE KHAN ACADEMY OFFERINGS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KHAN ACADEMY OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

7.2 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF DATA, CONTENT, AND MATERIALS, IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

7.3 Limitations Under Applicable Law. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

8. Limited Warranty. Khan Academy warrants, during the Term, that the District Service delivered by Khan Academy, when used in accordance with the terms of this Agreement, will substantially perform in accordance with the District Service Documentation made available to Customer by Khan Academy. "Documentation" means the description of services set forth in Customer’s agreement, including technical specifications, but excludes any marketing materials or brochures. If the District Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within thirty (30) days of discovery of such non-conformity, Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate this Agreement with respect to the non-conforming District Service and provide Customer a refund representing the portion of any fees previously paid for the unused portion of the terminated District Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the District Service resulting from (a) use of the District Service or Website in a manner not in accordance with the Documentation, this TOS or the Website TOS; (b) faults or liabilities disclaimed pursuant to the this TOS or the Website TOS; (c) improper or inadequate maintenance of Customer’s own computers, computer networks, operating environment, security programs, and internet connections; or (d) abuse of the District Service or Website.

9. Limitation of Liability and Damages.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL KHAN ACADEMY OR THE KHAN ACADEMY PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST REVENUES OR
PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THE TOS, YOUR USE OF (OR INABILITY TO USE) THE KHAN ACADEMY OFFERINGS OR ANY OTHER INTERACTIONS WITH KHAN ACADEMY OR WITH THIRD PARTIES THROUGH OR IN CONNECTION WITH THE KHAN ACADEMY OFFERINGS, INCLUDING OTHER USERS, EVEN IF KHAN ACADEMY OR A KHAN ACADEMY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, KHAN ACADEMY’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9.2 Limitation of Damages. IN NO EVENT WILL KHAN ACADEMY’S OR ANY KHAN ACADEMY PARTY’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TOS, YOUR USE OF THE WEBSITE OR ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE GREATER OF THE ACTUAL AMOUNT PAID BY YOU, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, OR ONE HUNDRED DOLLARS ($100.00).

10. Modification of Terms.

10.1 Terms Subject to Change. Except as provided in Section 10.2, Khan Academy reserves the right, at our discretion, to change, modify, add, or remove any portion of the Website TOS or this TOS at any time. Please check the Website TOS and any Guidelines periodically for changes to the Website TOS. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Website TOS or this TOS, Khan Academy will provide notice to you of such amended terms, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty days after Khan Academy makes reasonable attempt to provide you such notice, including by posting amended terms on the Website. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately.

10.2 Material Changes. Khan Academy will not make any material change to this TOS, or change how personal Information contained in Student Records is used or shared under this TOS during the term of this Agreement, without notice to you. If a change with respect to how personal Information contained in Student Records is used or shared under the Website TOS or the TOS has a material adverse impact on Student Users or Customer, and Customer does not agree to the change, Customer must notify Khan Academy within thirty days of receiving the notice of change as described under the "Miscellaneous - Notices" below. If Customer notifies Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the Service is renewed, it will be renewed under Khan Academy’s then current TOS and Website TOS. Disputes arising under the TOS will be resolved in accordance with the version of the TOS in place at the time the dispute arose.
11. **Termination.**

11.1 **Termination by Customer.** Customer's only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of the TOS or the Website TOS, (iii) the level of District Service we provide, (iv) any policy or practice of Khan Academy in operating the Website or District Service, or (v) any content or information transmitted through the Website, is to terminate the TOS and your account. You may terminate this Agreement at any time by providing written notice to your designated account representative. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term. Unless Customer otherwise directs Khan Academy in writing, termination of District Service will not result in deletion of School Accounts or Student Records in such Accounts.

11.2 **No Refunds.** Customer understands and agrees that, except in the case of cessation of Website services, a termination at the option of Khan Academy pursuant to Section 8, or to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or notice of cancellation of the Agreement. If event of an early cancellation due to cessation of Website services, or to the extent required by applicable law, Customer is responsible for all amounts due and payable before the date of early cancellation without proration or to the greatest extent permitted by law. The parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate.

11.3 **Termination by Khan Academy.** Khan Academy reserves the right to terminate the District Service at any time if Customer does not comply with the TOS, including in the case of non-payment. Khan Academy may terminate any User Account (or any part thereof) in accordance with the Website TOS, and reserves the right at any time and from time to time to modify or temporarily discontinue the Website (or any part thereof) with or without notice. These remedies are in addition to any other remedies Khan Academy may have at law or in equity.

11.4 **Data Access.** Admin Account access will be terminated at the end of the subscription term, unless the account has been renewed. Upon termination, Khan Academy may delete Admin Accounts and associated LEA-level dashboard reports in accordance with this Agreement and the Privacy Policy. It is Customer's sole responsibility to request renewal of the Agreement to maintain continued access to the account and its associated data. The District Service includes built-in capabilities to download and export information relating to the account. If Customer wishes to save or maintain any data available in the LEA-level dashboard, it is Customer's obligation to download such data before the conclusion of the term.

12. **Miscellaneous.**

12.1 **Notices.** Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to the email address specified herein or in the Customer Order, or (v) when delivered via any of the foregoing at such other address as may be provided
by the recipient in accordance with this section.

**Address for Notices to Khan Academy:**

Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042
Email: schoolpartnerships@khanacademy.org

Notices to Customer shall be sent to the email and/or mailing address set forth in the Customer Order, or if left blank, the address on file with Khan Academy.

12.2 **Waiver.** The failure of Khan Academy to exercise or enforce any right or provision of the TOS will not constitute a waiver of such right or provision. Any waiver of any provision of the TOS will be effective only if in writing and signed by Khan Academy.

12.3 **Governing Law and Venue.** Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of California, without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Santa Clara County, California. Customer consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Khan Academy shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

12.4 **Dispute Resolution.** In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). Any Notice of Dispute must be sent as provided in Section 11.1. You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Khan Academy may commence legal proceedings.

12.5 **Severability.** If any provision of the TOS is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the TOS to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

12.6 **Assignment.** Neither party shall assign this Agreement to any third party without the written consent of the either party, which consent shall not be unreasonably withheld. This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

12.7 **No Third-Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

12.8 **Representation of Signatories.** Each person signing this Agreement and any purchase
order or other contract for services governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective party.

12.9 **Counterparts.** The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

12.10 **Entire Agreement.** This Agreement and any separate Data Protection Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders, accepted by Khan Academy, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document.

12.11 **Survival.** Upon termination of the TOS, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 1.2, 2.3, 3.5, 3.6, 4, 5, 6, 7, 9, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, 12.8, 12.10, and 12.11.