

K12 *Insight* PRIVACY POLICY

K12 *Insight*, LLC (“K12 *Insight*” “us” or “we”) is committed to protecting the personal information of our Clients, users, and visitors. This Privacy Policy explains how your personal information is collected, used, and disclosed by K12 *Insight* in connection with our website and online services available at www.k12insight.com, or any other website or mobile application linked to this Privacy Policy (collectively, the “Sites”). This Privacy Policy also describes how we collect Data through the online software platform and technology services solutions used by our Clients to engage with their customers, end users, students, parents, school community members, and other individuals (the “Client Solutions”). The Site and Client Solutions together are collectively referred to as our “Service.” “You” or “your” means a visitor or a user (whether signed in or not) of our Service.

This Privacy Policy describes K12 *Insight*’s use of information collected through the Service. This Privacy Policy does not govern the data practices of any third parties, such as our Clients who may use your personal information collected through the Service for their own purposes in accordance with their own privacy policy.

By accessing or using our Service, you signify that you have read, understood, and agree to our collection, storage, use and disclosure of personal information as described in this Privacy Policy.

1. OUR SOLUTION, SOFTWARE AND SERVICES

K12 *Insight* software solutions are provided in an Application Service Provider (“ASP”) model and accessed using industry-standard web browsers via the web, or a mobile device, or using a mobile app on a mobile device. Many of our Clients use our software solutions on a Self-Service basis, whereby the Client or its authorized staff are solely responsible for the data they input to our system and the data our systems collect from their stakeholders. Such use of our solution is referred to in this document as “Self-Service.” In some instances, we may manage a project on behalf of our Clients, which we refer to as our “Consulting Service.” In either scenario, we process Client Data (defined below) on our Client’s behalf.

2. HOW WE COLLECT INFORMATION AND DATA

We collect personal information in a variety of ways through our Sites and Solutions.

When registering for our Services or submitting a request on our Sites, we generally request the following information: including, but not limited to, name and contact information, company name, name of business representative, title of business representatives, company address, telephone number, email address, username and password, and billing information which may include credit card numbers. Clients also provide us with information regarding the services they have ordered. We may also collect information if you complete a survey or provide content or commentary through the provision of feedback, reviews, or customer service requests, or otherwise communicate with us.

In providing the Client Solutions, we collect information and content input to the Solution by Clients or their users as well as information generated by K12 *Insight* relating to the Client’s use of the Solution (all of which we call “Data”). Depending on how the Client chooses to use (or, in case of Consulting Services, direct K12 *Insight* staff to use) the Client Solutions, Data may include personal information relating to our Client’s employees, visitors, users and others. For example, when used by a School Client, Data could include first and last name, student ID number, grade level, ethnicity, address, phone number, and

email, or any combination of the same, and Let's Talk! dialogue information, which contains questions, comments, concerns, suggestions, compliments, and similar communications by any stakeholder in a school system.

We automatically collect certain types of device and usage information when you visit or use our Sites or Solutions deployed on Client websites through tracking technologies such as cookies, web beacons, pixels, and similar technologies. We collect information about your device and its software (such as your IP address, device type/model/manufacturer, and unique identifier), information about the way you access and use the Service (such as visited pages, surveys, landing pages of our Clients and interest areas, referring URLs), information about your location (depending on your device settings, this could include GPS or other location data, or we may infer your location through other data such as an IP address), and analytics information. We may use third party partners to collect this information. For example, we use Google Analytics to help us measure traffic and usage trends for the Service and to understand more about the demographics of our users. You can learn more about Google's practices at <http://www.google.com/policies/privacy/partners> and view its opt-out options at <https://tools.google.com/dlpage/gaoptout>. Unfortunately, we are unable to respond to Do Not Track signals set by your browser at this time. We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see Section 7 "third-party tracking and online advertising" below.

3. HOW WE USE INFORMATION

We use the information we collect, including personal information, to operate, maintain, and provide the features and functionality of the Service, to process billing and payments, to improve, market and promote our solutions and services, to inform our marketing and advertising activities; to detect and protect against fraud or misuse, and for other similar purposes. We also use information to communicate directly with you, such as to send you email messages and push notifications and permit you to communicate with others. We may send you Service-related emails or messages (e.g., account verification, change or updates to features of the Service, technical and security notices).

We use information collected through tracking technologies to remember information so that a user will not have to re-enter it during subsequent visits; provide custom, personalized content and information; to provide and monitor the effectiveness of our Service; monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; diagnose or fix technology problems; help users efficiently access information after signing in, and otherwise to plan for and enhance our Service.

4. HOW WE USE CLIENT DATA

K12 *Insight* collects and processes Data solely on behalf of our Clients, and in accordance with our agreements with our Clients, in order to provide our Solutions and Service. All Data is owned and controlled by the Client and we regard Data as highly confidential. We do not use or disclose Data except as authorized and required by our Clients and as provided for in our agreements with our Clients.

We maintain a database of our Clients' information that is used only for internal business functions, such as technical support, marketing activities, billing, and to notify Clients of changes or enhancements to the services. We may use Data to improve the performance of our website and services by analyzing user behavior, including frequency of use, troubleshooting technical problems, resolving disputes and to address complaints, and to verify compliance with our Terms of Service. We may also anonymize and aggregate the Data and use such anonymized and aggregated data for our own business purposes and benchmarks.

K12 *Insight*, its staff, and authorized consultants, all of whom follow this Privacy Policy and are bound to protect Client Data in the manner indicated here, may access Data solely to provide customer support or Services requested by Client. Other than to provide technical support upon request or to process Data as part of a Consulting Service, K12 *Insight* employees and consultants do not actively access and view Data.

5. INFORMATION SHARING AND DISCLOSURE

We may share information that we collect with:

- Agents, vendors, or contractors that K12 *Insight* uses to support the operations of our business and that perform services on our behalf, which may include serving targeted advertisements, sending emails, processing payments, providing web hosting and analytic services, subject to reasonable confidentiality terms.
- Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or other agreements or to protect the security or integrity of the K12 *Insight* Service, including to prevent harm or financial loss, or in connection with preventing fraud or illegal activity; and/or (c) to exercise or protect the rights, property, or personal safety of K12 *Insight*, our Clients, users or others.
- With other companies and brands owned or controlled by K12 *Insight*, or under common ownership and control as K12 *Insight*. These companies will use your personal information in the same way as we can under this Privacy Policy.
- Other parties in connection with a company transaction, such as a merger, sale of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of a bankruptcy or related or similar proceedings. If we sell, divest or transfer our business, we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the Client with notice and an opportunity to opt-out of the transfer of Data before the transfer occurs.

In addition, Data collected from or on behalf of a Client is shared with that Client and its authorized users. Depending on the Client's use and settings, some Data input to the Solutions may be publicly available to other Client users or to the public. We also share Data with third parties as instructed by, or at the direction of, the Client or its users. Our Client's use of such Data collected through the Service is governed by the Client's own privacy policies.

We may also share information or Data with others in an aggregated or otherwise anonymized form that does not reasonably identify you directly as an individual. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality and product offerings.

We may share information or Data to the extent necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our [Terms of Service](#), or as otherwise required by law. However, electronic communications made through the Let's Talk!™ Service may be deemed an "electronic communication" by K12 *Insight*. As such, K12 *Insight* reserves the right to protect Information that it believes is protected from compelled disclosure pursuant to the Electronic Communications Privacy Act, 18 U.S.C. § 2510, et seq., ("ECPA") and the Stored Communications Act, 18 U.S.C. § 2701, et seq., ("SCA"), in addition to

protections afforded by state law. The protections provided under the SCA and ECPA enable K12 *Insight* to prevent governmental authorities from seeking compelled disclosure of certain electronic communications.

6. YOUR DATA RIGHTS AND CHOICES

Modifying your information. Clients' information may be viewed and modified in our active database in real-time, at any time. The changed information may remain in archives and records for some period of time. Once survey responses have been submitted, the survey participant will not be able to access his or her participant information. If you use the Service offered by a K12 *Insight* Client, please contact the Client to request modification to your information.

Remaining anonymous. K12 *Insight* has built software features that may allow for anonymity, though these features may depend on the Client's configuration of the Service. For example, the Client may elect to either hide or make available to survey participants certain client contact information in connection with a survey. Similarly, users may be able to send communications through the Service without sharing personal information with the recipient. Please note, the identity of a user may be revealed upon reasonable belief that identification is reasonably necessary to protect the life, health or safety of K12 *Insight*, our users, or any other individual, or as may be required by law or in response to a legal request.

Control email communications. You can opt-out of receiving promotional emails from K12 *Insight* by clicking the "unsubscribe" feature at the bottom of each email. Unfortunately, you cannot unsubscribe from Service-related messaging.

Communications sent by Clients. Clients may send email or SMS/text messages to recipients through the Client Solutions and K12 *Insight* does not control those communications. Our Clients are solely responsible for all communications sent through the Service and for compliance with all applicable laws relating to such communications. To opt-out of receiving communications from a Client through the Solutions, please contact the Client directly.

7. THIRD-PARTY TRACKING AND ONLINE ADVERTISING

K12 *Insight* does not display any targeted ads on the Client Solutions.

Please note that although we may permit third party advertising partners to collect information from visitors to our website for the purpose of displaying advertisements on other websites or online services on our behalf, we take many steps to prevent such collection from users of our Client Solutions. We may display non-targeted advertisements to users on our website, while using our Services or on other sites or services.

When you visit our website, we work with third-party online advertising networks which use technology to recognize your browser or device and to collect information about your visit to our Service to provide customized content, advertising and commercial messages to you on other websites or services, or on other devices you may use. We (through the third-party advertising networks) use this information to direct our online advertisements to those people who may find them relevant to their interests.

Typically, though not always, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device. To learn more about cookies, clear

gifs/web beacons and online advertising technologies and how you may opt-out of some of this advertising, you may wish to visit the Digital Advertising Alliance's resources at www.aboutads.info/choices and/or the Network Advertising Initiative's online resources, at www.networkadvertising.org.

8. INFORMATION RETENTION AND DELETION

We will retain personal information for as long as needed to provide the Service and for our internal business purposes, which may extend beyond the termination of your subscription or user account. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain and use information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy. To request deletion of your information, please email us at privacy@k12insight.com.

Data. Unless otherwise specified in writing, K12 *Insight* shall delete or de-identify Data within ninety (90) days after termination of this Agreement, in accordance with K12 *Insight's* standard data deletion and destruction practices, unless the Client provides K12 *Insight* with a written request to delete such data prior to the ninety (90) days or to follow a different deletion practice. The Client may also delete, download, or retrieve the Data at any time during the Term and for up to thirty (30) days thereafter. The Client is responsible for requesting deletion of any Data which is no longer needed for the Client's purpose.

If you use the Service offered by a K12 *Insight* Client, you may request deletion of your information by contacting the Client directly. We will cooperate with the Client to respond to this request.

We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. Similarly, we may not be able to permit information that was previously shared with others through the Services, such as the content of messages and other communications. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

9. HOW WE STORE AND PROTECT INFORMATION

Storage and processing: Your information collected through our Service may be stored and processed in the United States or any other country in which K12 *Insight* or our affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

Keeping information safe: We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected and maintained by our Service. Unique usernames and passwords must be entered each time a person logs on. Our websites are hosted in a secure server environment that uses a firewall and other technology to prevent access from outside intruders, in line with prevailing industry

standards. Internally, we use security-logs, train our employees, and limit access to K12 *Insight* personnel who need to know in order to perform their job functions. Other security safeguards include, but are not limited to, data encryption and physical and technological access controls. All of our technology and processes are not, however, guarantees of absolute security. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify our Client or individual users whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations and our agreements with our Clients. Clients must actively protect their information by maintaining the confidentiality of all usernames and passwords and by adequately installing the appropriate anti-virus programs and security measures on their own systems. You must immediately notify K12 *Insight* if any information security breach is suspected.

10. HOW WE PROTECT STUDENT DATA AND COMPLY WITH LAWS

When the Service is used by Clients that are providers of educational services, such as schools, school districts, or teachers (collectively referred to as “**School Clients**”), we may collect or have access to Data that includes personal information of students, which may be provided by the School Client or by a student, parent, guardian or other user (“**Student Data**”). While we consider all Client Data to be confidential and in general do not use such data for any purpose other than improving and providing our Services to our Clients, we exercise special caution to protect Student Data.

Student Data privacy principles. We are committed to the following principles to protect Student Data:

- We collect, maintain, use, and share Student Data only to provide and support the Service as described in our Privacy Policy, to maintain, develop, support or improve our websites, services and applications, and as otherwise permitted by our agreements or with the consent of the parent, guardian, student or School Client.
- We do not use or disclose Student Data for targeted advertising purposes. While we do permit third-party advertising partners to operate on our website for the purpose of retargeting, analytics, and attribution services, we do not engage third party advertising partners to collect information through our Solution Services.
- We do not build a personal profile of a student other than in furtherance of the School Client’s use of the Service, or as authorized by a student or parent.
- We maintain a comprehensive data security program designed to protect the types of Student Data maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the School Client with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.

- We will not make any material changes to our Privacy Policy or contractual agreements that relate to the collection or use of Student Data without first giving notice to the School Client and providing a choice before the Student Data are used in a materially different manner than was disclosed when the information was collected.

How we use and disclose Student Data. We use and disclose Student Data as described in our Privacy Policy under Section 4 “How We Use Client Data” and Section 5 “Information Sharing and Disclosure.”

How we retain and delete Student Data. We do not knowingly retain Student Data beyond the time period required to support the School Client’s purpose, unless authorized by a School Client, student, or parent. Unless otherwise directed by a School Client, we will delete or de-identify Student Data after the termination of our agreement with the School Client, in accordance with the terms of any applicable written agreement with the School Client, written requests from authorized School Client administrators, and our standard data retention schedule.

School Clients can request account or data deletion at any time by contacting us at privacy@k12insight.com. We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. Similarly, we may not be able to delete information that was previously shared with others through the Services, such as the content of messages and other communications. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

Compliance with laws. We do not use Student Data for any purpose other than to provide the Services, in accordance with contractual agreements with our School Clients. K12 *Insight* does not own or control Student Data, which belongs to the individual student and/or the School Client. As specified in our agreements with School Clients, the K12 *Insight* Service is designed to provide protections for Student Data as required by various applicable privacy laws. For example:

- **The Family Educational Rights and Privacy Act (“FERPA”).** This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students' educational records under FERPA. We agree to work with our School Clients to jointly ensure compliance with the FERPA regulations.
- **Children’s Online Privacy Protection Act (“COPPA”).** K12 *Insight* is not directed to children under 13 and does not knowingly collect any information from children under the age of 13. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends communications through the Service to children under the age of 13, the School Client provides the requisite consent for K12 *Insight* to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA.
- **Students Online Personal Information Protection Act (“SOPIPA”).** This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of providing the features and functionality of the Service. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition,

bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify the School Client and provide an opportunity to opt-out by deleting student accounts before the data transfer occurs.

- **California Assembly Bill 1584 ("AB 1584").** This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by K12 *Insight* from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, K12 *Insight* will notify the LEA and will provide the LEA with information to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our agreements with each School Client and as described in this Privacy Policy.

If you have any questions about our practices with regard to Student Data, please contact us at privacy@k12insight.com.

10. CHANGES TO OUR PRIVACY POLICY.

As we are constantly improving the Services and expanding our business, K12 *Insight* reserves the right to modify this Privacy Policy from time to time to reflect such improvements. In the event we make such changes, we will announce the changes and post the new policy at <https://www.k12Insight.com/privacy-policy>. We will also use our best efforts to provide advance notice of any material changes to this Privacy Policy, to permit you a reasonable chance to review before such changes go into effect. If you object to any changes, you may close your account and/or discontinue your use of the Service. Continuing to use our Service after we publish changes to this Privacy Policy means that you are consenting to the changes.

K12 *Insight* shall not make any material change to the Privacy Policy or our practices that involve the collection or use of Student Data without first giving thirty (30) days' notice to School Client and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

Last Updated: December 15, 2019

Effective Date: January 1, 2020