

ILLINOIS SOPPA ADDENDUM

TO GOGUARDIAN PRODUCTS TERMS OF SERVICE AND END USER LICENSE AGREEMENT

This Illinois SOPPA Addendum (“**Addendum**”) to Edgenuity Products Terms of Service and End User License Agreement by and between Edgenuity and Regional Office of Education d/b/a COPE and SOAR (“**School**”) (together, the “**Parties**”). As of the latest date on the signature line below (“**Effective Date**”) and continuing until June 30, 2023, the Parties agree as follows:

Edgenuity Inc. (“Edgenuity,” “we” or “us”) values all our customers – the students, parents and education professionals who utilize our platform for online learning, blended learning and other services. Your safety and privacy are important to us, so we have developed and adopted the following policies to cover the use of our products and services. Please take a moment to familiarize yourself with our policies. The following Privacy Policy applies to the corporate website and any other related public or private website provided by Edgenuity, including: www.edgenuity.com, teacher.edgenuity.com, and student.edgenuity.com.

We strongly suggest you read this Privacy Policy as well as Edgenuity’s Terms of Use for important information on the use of Edgenuity’s services, and how Edgenuity protects customer and student information (see <https://www.edgenuity.com/terms-of-use/>).

1. HOW INFORMATION IS COLLECTED AND USED.

Information about Schools: We request certain information when a School administrator registers a School with Edgenuity, and when we communicate with administrators and other education professionals online or via email. Typical information collected will likely include a name, school name, school district, school email address and/or account name and password, phone number, message content, and information relating to the School’s information systems. We may also gather information provided by a School if the School sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a School has enrolled with Edgenuity courseware, instructional services or professional development services, we will keep records of activities related to the Service. This information allows Edgenuity to provide, operate, maintain, and improve the features and functionality of the Service, to analyze our Service offerings and functionality, and to communicate with our Schools and website visitors.

Student Data: Once students are enrolled in Edgenuity courses, we may have access to personally identifiable information about students (“Student Data”) through the courses used by the Students. We consider Student Data to be confidential and do not use such data for any purpose other than to provide the courses and other services on the School’s behalf. The Schools may provide for students to log into the Edgenuity platform to access the Edgenuity courses that have been authorized by the School, often at a school facility or from a student’s personal computer. The School is responsible for providing each student with login credentials and confirms that it has obtained appropriate parental consents, as needed, before the student is permitted to access the Edgenuity platform. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity’s course, and title to such Student Data never passes to Edgenuity. Edgenuity has access to Student Data only on a need-to-know basis, as requested by the School and only for the purposes of providing the students with the ability to use the Edgenuity courseware and related services. Edgenuity will not use Student Data for any purposes other than those authorized pursuant to Edgenuity’s contract with the School.

Students or parents should direct questions about the School’s use of technology service providers like Edgenuity to their School administrator. If a Student contacts Edgenuity with a question about our Service, we will collect personal information from that Student only as necessary to respond to the Student’s request and direct the Student to contact the Student’s School, and we will then delete or anonymize the personal data of the Student after providing our response.

Automatically Collected Information: : In some instances, Edgenuity may send a small text file containing a string of alphanumeric characters, known as “cookies”, to your computer that uniquely identifies your browser and lets you log in faster and enhance your navigation through Edgenuity’s website and platform. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click and other actions you take on the Service), and allow us to track your usage of the Service over time. We may collect log file information from your browser or device each time you access the Edgenuity platform or courseware. The information collected through the use of cookies is anonymous and may include information such as your Internet Protocol (“IP”) address, web request, browser type, number of clicks and

how you interact with links on the Edgenuity platform, pages viewed, and other such information. The information allows for more accurate reporting and improvement of the Edgenuity Platform. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. However, Edgenuity never sells Student Data for any reason, does not allow third party advertisers to collect information about the users of our Site or Service, and never shares such information with outside third parties unless expressly authorized to do so by the School or the affected student or parent.

We may use automatically collected information to: (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) to provide and monitor the effectiveness of our Service; (d) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; (e) diagnose or fix technology problems; and (f) help users efficiently access information after signing in.

Edgenuity is committed to adhering to the highest standards for protecting Student Data and privacy. Student Data is used only for educational purposes at the discretion of the School.

2. HOW WE SHARE YOUR INFORMATION

Edgenuity only shares personal information in a few limited circumstances, described below. We never rent or sell information for marketing purposes.

In limited circumstance, we may share information with others as follows:

- We may share information with technology service providers (e.g., web hosting and analytics services), but strictly for performing their work for us.
- We may share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our Terms of Use, or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our users.
- In the event of a change of control: If we sell, divest or transfer our business, we will not transfer personal information of our customers (including Student Data) unless the new owner intends to maintain and provide the Service as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own.
- How Student Data is shared: In addition to the actions described above, Edgenuity may facilitate the sharing of Student Data with third parties, though only when instructed and authorized to do so on behalf of the School. Some elements of our Service enable Schools to interact with parents, students, teachers and third party applications, for the benefit of the student's education. Edgenuity does not facilitate the sharing of any Student Data with third parties on the Edgenuity platform except on behalf of the School after the School has authorized a third party or application to access Student Data through the Service. Please remember that this Privacy Policy applies to the Edgenuity Services, and not to other services or third party applications which may have their own privacy policies. We believe it is the School's responsibility to carefully read the privacy practices of each third party application before agreeing to engage with the application through the Service.

We store our data in the United States and we take strong measures to keep data safe and secure.

3. HOW WE STORE AND PROTECT YOUR INFORMATION

Storage and processing: Any information collected through the Edgenuity platform is stored and processed in the United States. If you use our Service outside of the United States, you consent to have your data transferred to the United States.

Comprehensive Information Security Program: Edgenuity takes actions designed to ensure the security and confidentiality of Student Data, and maintains strict administrative, technical and physical procedures to protect information stored in our servers, which are located in the United States. Access to information is limited (through user/password credentials) to those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption

technology to safeguard the account registration process and sign-up information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files.

In addition, whenever Edgenuity vendors or consultants may be given access to the Edgenuity platform, we require such vendors and consultants to adhere to the same standards above, and meet all other customer-imposed requirements for the protection of Student Data.

In the event of any unauthorized release, disclosure or acquisition of Student Data, Edgenuity maintains policies and procedures for identifying and mitigating data security breaches. Edgenuity will conduct an investigation to determine the nature and scope of any unauthorized release, disclosure or acquisition, and Edgenuity will promptly notify school officials, affected students, parents and/or legal guardians of unauthorized access to Student Data to the fullest extent required by applicable law.

4. YOUR CHOICES ABOUT YOUR INFORMATION

Account information and settings: If you have any questions about reviewing or modifying account information, contact us directly by emailing or calling Edgenuity's customer service department at CustomerSupport@edgenuity.com or 877-202-0338.

Access to Student Data: Schools are responsible for providing access to and controlling Student Data, and you should contact your School directly if you have any questions about reviewing, modifying, or deleting personal information of a student.

How long we keep User Content: Following termination or deactivation of a School or Student account, Edgenuity may retain profile information and content for a commercially reasonable time for backup, archival, or audit purposes, but any and all Student Data associated with the School will be deleted promptly. We may maintain anonymized or aggregated data, including usage data, for analytics purposes.

We do not collect any information from students without consent.

5. COMPLIANCE WITH FEDERAL AND STATE LAWS.

Edgenuity is committed to compliance with all other federal and state laws and regulations governing student data privacy, including the federal Family Educational Rights and Privacy Act ("FERPA"), the California Student Online Personal Information Protections Act ("SOPIPA"), the Connecticut Student Data Privacy laws (C.G.S. §§ 10-234aa through 10-234dd), and other similar state laws.

6. CHILDREN'S PRIVACY

Edgenuity does not knowingly collect any information from children under the age of 13 unless and until the School has obtained appropriate parental consent for the student to use the Service. Because Edgenuity collects and uses Student Data at the direction of and under the control of a School, Edgenuity relies on each School to provide appropriate notice to parents of the School's use of third party service providers such as Edgenuity, and for the Schools to provide consent, if necessary, and authorization for Edgenuity to collect Student Data, as permitted by the Children's Online Privacy Protection Act ("COPPA"). Please contact us at Legal@Edgenuity.com if you believe we have inadvertently collected personal information of a child under 13 without proper consent so that we may delete such data as soon as possible.

7. OTHER WEB SITES AND SERVICES

We are not responsible for the practices employed by websites, applications or services linked to or from our Service. We recommend that the School review the privacy policies of other applications before authorizing a third party to access data through the Service.

8. EDGENUITY'S CHIEF PRIVACY OFFICER

To ensure continued compliance and to respond to particular questions or concerns regarding Edgenuity's privacy policy, Edgenuity has designated the Director of Legal Affairs for the company to serve as Chief Privacy Officer. Edgenuity's legal department can be reached at 877-202-0338 x 1006, or by email at Legal@edgenuity.com.

9. CHANGES TO OUR PRIVACY POLICY

Edgenuity may modify or update this Privacy Policy from time to time. If we change the policy in a material manner, we will provide at least 30 days' notice to the Schools so that you have sufficient time to evaluate the change in practice. You can always opt-out by deleting your account before the changes take effect.

Edgenuity Inc.

ROE 30 d/b/a COPE/SOAR

DocuSigned by:

David Alderslade

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Printed Name: David Alderslade

Title/Position: EVP CFO

Date: 4/20/2021

Signature: *Cheryl R. Graff*

Printed Name: Cheryl Graff

Title Position: Reg. Superintendent

Date: 2/1/2022