

# CORE TECHNOLOGY LICENSE AGREEMENT

This Core Technology License Agreement ("**Core Technology License**") by and between 2HR Learning, Inc. ("**2HR Learning**") and the customer ("**Customer**") listed on the fully-executed order(s) or proposal(s) referencing this Core Technology License (individually a "**Quote**" and collectively, the "**Quotes**") (referred to herein collectively with the Core Technology License as the "**Agreement**") governs the Customer's use of 2HR Learning's Core Technology (as defined herein) provided on or in connection with [www.2hourlearning.com](http://www.2hourlearning.com), (the "**Service**"), which is offered through or includes (i) [www.2hourlearning.com](http://www.2hourlearning.com), (ii) mobile applications associated with [www.2hourlearning.com](http://www.2hourlearning.com), and (iii) any other 2HR Learning website, app or online service which links to this Agreement. For clarity, this Core Technology License is only applicable if the Customer and 2HR Learning have executed a Quote.

## RECITALS

- A. 2HR Learning provides educational curriculums and materials to educational institutions throughout the United States through the Service.
- B. The Customer is an educational institution providing educational opportunities to its students.

## 1. THE SERVICE

1.1 2HR Learning grants Customer a personal, non-transferable and non-exclusive right and license to access and use the Service and associated Core Technology online and/or mobile services and websites (collectively, together with the Core Technology, the "**Service**") subject to compliance with the connected contractual and payment and obligations herein by Customer. "**Core Technology**" means the 2HR Learning "DASH" proprietary software provided as part of the Service. For clarity, the rights granted to Customer under this Section 1.1 are for the 2HR Learning Core Technology and for no other software or services, including, without limitation, Third-Party Components (as defined herein) that may be required for use of the Service. This Agreement applies to users of the Service, which shall consist only of: (i) employees of Customer; and (ii) students of Customer who are registered users of the Service (collectively, "**Users**").

1.2 Customer agrees that Customer will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Core Technology. ANY SERVICES UTILIZED HEREUNDER ARE TO BE USED SOLELY FOR THE PERMITTED PURPOSE. Customer agrees not to modify the Core Technology in any manner or form, or to use modified versions of the Core Technology, or to obtain unauthorized access to the Service. The Service and any life skills workshop materials, and all other materials and documentation shall be the sole property of 2HR Learning and shall only be used for internal business purposes by Customer and its Users.

1.3 The Service is provided "AS IS" and 2HR Learning assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service, or lost data.

1.4 2HR Learning may, in its sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time.

1.5 A User may not access the Services if the User is, or is acting on behalf of, a direct competitor of 2HR Learning, except with 2HR Learning's prior written consent.

1.6 The Service may be accompanied by, require, or contain certain third-party components ("**Third-Party Components**") as set forth on Exhibit A. 2HR LEARNING IS NOT GRANTING CUSTOMER A LICENSE TO SUCH THIRD-PARTY COMPONENTS. IN ORDER TO UTILIZE THE FUNCTIONALITY THAT IS ASSOCIATED WITH SUCH THIRD-PARTY COMPONENTS, CUSTOMER MUST SEPARATELY SECURE ITS OWN LICENSE TO SUCH THIRD-PARTY COMPONENTS.

1.7 Customer, for and on behalf of each associated User, confirm and agree: (i) each User meets all eligibility criteria set forth for the Services, including all age and authorization requirements; (ii) the User has not been previously suspended by 2HR Learning for misuse or wrongful action; (iii) Customer will ensure each User is in compliance with any applicable laws; and (iv) Customer shall be primarily liable for the actions and inactions of Users with regard to adherence to the terms of this Agreement.

1.8 Customer acknowledges and agrees that 2HR Learning makes no representations of any kind with respect to the ability of Users to access and use the Service and use the Service as offered by 2HR Learning. Customer is solely responsible for ensuring compliance with applicable laws with respect to User's access and used of the Service, including, without limitation, the Americans with Disabilities Act.

1.9 Support terms are set forth on the 'Maintenance and Support Terms and Conditions' attached hereto as Exhibit B and incorporated herein by reference. Notwithstanding the foregoing, 2HR Learning shall have the right to discontinue support for the Service at the end of any subscription term upon written notice to Customer.

## **2. ELIGIBILITY AND AUTHORITY**

2.1 If a User is under eighteen (18) years of age, such User may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of Customer. Customer shall impose, and thereafter Customer must comply with, additional policies regarding the use of the Service as provided to Customer by 2HR Learning from time to time.

2.2 If Customer opens an account to provide the Service to Customer who are students, the Customer represents and warrants that the undersigned is an authorized representative of Customer with the authority to bind Customer to this Agreement.

2.3 If Customer contacts 2HR Learning concerning an account, Customer represents and warrants that Customer has all necessary authority to request any action(s) requested by Customer from or on behalf of the account (e.g., a parent).

## **3. REGISTRATION OBLIGATIONS**

Customer agrees to: (a) provide true, accurate, current and complete information about Customer to any registration form (such information being the "**Registration Data**") and (b) maintain and promptly update such data. 2HR Learning has the right to suspend or terminate Customer's account, if Customer provides any information that is untrue, inaccurate, or incomplete, or 2HR Learning has reasonable grounds to suspect the validity of any information provided by Customer.

## **4. ACCOUNT INFORMATION AND BILLING**

4.1 Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "**Account Terms**"). The Account Terms are identified in order of precedence in the current quote, order or sales contract for the account, the selections made, and account-specific terms disclosed when signing up for the account. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by an authorized officer of 2HR Learning. Unless otherwise set forth on a Quote, the Service is licensed on a per-student basis.

4.2 Any Quotes provided by 2HR Learning are valid only for a limited time and are effective only with the written agreement signed by the relevant parties. Quotes may be withdrawn by 2HR Learning at any time in its sole discretion. Quotes may include information that is proprietary and confidential to 2HR Learning and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a Quote from 2HR Learning, Customer agrees to keep such Quote confidential, and to not disclose such Quote to any third party, and to immediately return

and/or destroy all Quote materials upon receiving a request to do so from 2HR Learning. To the extent that public records laws may apply to a Quote provided by 2HR Learning, Customer agrees to immediately notify 2HR Learning of any public records request that may result in disclosure of an 2HR Learning Quote and provide 2HR Learning all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will in connection therewith reasonably cooperate with 2HR Learning.

4.3 2HR Learning will charge fees for purchases as communicated to Customer through the Quote or Services, as well as transaction fees, and/ or the applicable taxes. The fees shall be automatically and immediately charged to the payment card (credit or debit) that 2HR Learning has on file upon acceptance or upon confirmation of purchase. Customer will be fully responsible for all fees arising out of the use of the Services. In case, there is a short charging by 2HR Learning for Services or transaction fee or any other fee or costs because of a technical error or other reason, 2HR Learning reserves the right to deduct, charge or claim the balance subsequent to the transaction and notify Customer. Payment must be received by 2HR Learning no later than thirty (30) days after 2HR Learning issues an invoice. If 2HR Learning does not receive payment within thirty (30) days, the invoice is past due and 2HR Learning reserves the right to suspend access to the affected account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. 2HR Learning reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law and its reasonable attorney's fees in securing payment of past due amounts.

4.4 Except as set forth below or otherwise agreed by 2HR Learning in a signed writing, accounts may not be canceled until the end of the current term of the account. 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. 2HR Learning permits early cancellations only in the following circumstances:

- In the event that the Service is permanently discontinued.
- 2HR Learning otherwise permits early cancellations only to the extent required by applicable law. In the event of such an early cancellation, the parties agree that the account-holder is responsible for all amounts due and payable before the date of early cancellation without pro-ratio or to the greatest extent permitted by law. The parties agree that 2HR Learning's efforts in selling, provisioning and providing an account are front-loaded and for that reason, pro-ratio of fees in the event of early cancellation is not necessary or appropriate.

4.5 When an account subscription ends (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, 2HR Learning may, at its sole discretion, permit continued, limited access for Users of the Account for a limited time after the conclusion of the term. If Customer or any of its Users wishes to save or maintain any data, it is Customer and its User's sole obligation to request or download such data before the conclusion of the term. Once the term of an account ends, 2HR Learning may delete data relating to an account in accordance with this Agreement and 2HR Learning's privacy policy ("**Privacy Policy**"). It is Customer's sole responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

4.6 This Section 4.6 applies to accounts that have been created through the Service using a credit card and automatically renew.

4.6.1 SUBSCRIPTION RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO THE CARD ON FILE AT EACH SUBSCRIPTION PERIOD (MONTHLY OR YEARLY), UNTIL IT IS CANCELLED.

4.6.2 Customer expressly agrees that 2HR Learning is authorized to charge the subscription fee (e.g., monthly or yearly) that is chosen during registration. Thereafter, 2HR Learning will automatically renew the subscription on each (monthly or yearly anniversary, as applicable, of the subscription date, and will charge the current card on file ("**Payment Method**") (unless Customer changes the account

information to a different payment method) associated with Customer's account with the applicable current fee at the time and any sales or similar taxes that may be imposed. Prices and charges are subject to change with notice. In this Agreement, "billing" shall indicate a transaction against Customer's Payment Method.

4.6.3 Customer acknowledges that the amount billed each billing period may vary due to changes in its membership plan or other reasons, and Customer authorizes 2HR Learning to charge the Payment Method for such varying amounts. 2HR Learning may change the fees and charges in effect or add new fees and charges from time to time of which it has given Customer advance notice of. If Customer wants to use a different Payment Method or if there is a change in Payment Method, such as its credit card validity or expiration date, Customer may edit its Payment Method information. If Customer's Payment Method reaches its expiration date and it does not edit the Payment Method information or cancel its account, it authorizes 2HR Learning to continue billing that Payment Method and remain responsible for uncollected amounts.

4.6.4 2HR Learning reserves the right to adjust pricing for its Service, including but not limited to subscription plans, in any manner and at any time as it may determine in 2HR Learning's sole and absolute discretion. Any price changes will take effect following posting or other notice (e.g., e-mail), unless otherwise agreed or required by applicable law.

4.6.5 Purchases through a third-party store, such as Apple iTunes or Google Play, mean that portions of this Section may not apply to Customer.

## 5. DATA PROTECTION

5.1 Customer authorizes 2HR Learning to access, collect, transmit, modify, display and store data, including but not limited to Student Data, to provide the Service and as described in this Agreement and in the Privacy Policy. "**Student Data**" means personally identifiable information and education records concerning an identifiable student collected by or provided to the Service.

5.2 By submitting, providing us access to, or causing 2HR Learning to receive Student Data, Customer agrees that 2HR Learning may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing the Service, (iii) enforcing its rights under this Agreement, and (iv) as permitted with Customer's or the User's consent.

5.3 Customer agrees that both before and after the term of the Agreement, 2HR Learning may collect, use, and retain data derived from Student Data as well as data about Users' use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that 2HR Learning may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

5.4 Customer agrees that 2HR Learning may provide customized content, advertising, and commercial messaging to school, teacher or district administrative users and other non-student users from time to time. For emphasis, and without limitation, 2HR Learning shall never use Student Data received from Customer to engage in targeted advertising of a student.

5.5 2HR Learning may provide access to Student Data to its staff and service providers who have a legitimate need to know and shall access such information to provide their services to Customer.

5.6 Customer may request that 2HR Learning deletes Student Data in its possession at any time by providing such a request in writing, and 2HR Learning shall comply with such request within thirty (30) days, except that 2HR Learning shall not be required to delete Student Data that has been disassociated from Customer on the Service or as otherwise prohibited by law. A parent or student over the age of

eighteen (18) seeking to access, modify, correct, or delete personal information in a student account that is connected to a Customer account will be instructed to contact Customer for data deletion or modification.

5.7 2HR Learning has implemented administrative, physical and technical safeguards designed to secure the personal information in 2HR Learning's possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "**Security Event**"), that 2HR Learning have collected or received through the Service under this Agreement, 2HR Learning will promptly notify Customer.

5.8 Additional terms may be required under applicable law for use of the Service by schools in certain states. It is Customer's responsibility to ensure that the governing agreement includes such terms.

## **6. STUDENT DATA**

6.1 2HR Learning may collect or access Student Data from Customer or by the Customer student, or another affiliated person. Student Data is typically confidential and not used for any purpose other than improving and providing our Services to Customer or on Customer's instruction. It is solely Customer's or its representative's responsibility to obtain the necessary and appropriate consent, where required by law, for 2HR Learning to use Student Data and for Customer to transfer Student Data to 2HR Learning for our use.

6.2 COPPA requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13 in the United States. If Customer provides the Service to children under 13, Customer represents and warrants that Customer has the authority to provide consent on behalf of parents or have received appropriate consent for 2HR Learning to collect and use information from students under 13 before allowing such students to access our Service.

6.3 Use of the Service is conditioned upon Customer obtaining the proper parental and student consent, where necessary, for Customer to collect Student Data and to subsequently share that data with 2HR Learning for 2HR Learning's use. All such consents shall contain terms and provisions no less stringent than those attached hereto as Exhibit C. 2HR Learning assumes no responsibility for failure to obtain proper and necessary consent. Customer shall provide appropriate disclosures to students and parents and obtain appropriate consent regarding their use of the Service.

## **7. ACCOUNT PASSWORD AND SECURITY**

7.1 Customer will have a password and account designation upon completing the Service's registration process. Customer is responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under Customer's password or account. Customer agrees to (a) immediately notify 2HR Learning of any unauthorized use of Customer's password or account or any other breach of security, and (b) ensure that Customer exits from the Customer account at the end of each session. 2HR Learning cannot and will not be liable for any unauthorized access to the Customer account or data that arises from Customer's acts or omissions.

7.2 2HR Learning accounts may not be shared by more than one person or organization unless express authorization is given by 2HR Learning.

## **8. USER CONTENT**

8.1 Customer is solely responsible for any content that Customer or its Users creates, transmits or displays while using the Service.

8.2 2HR Learning may now or in the future allow Users to submit, post, display, provide, or otherwise make available content such as text, images, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**").

8.3 By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service or to 2HR Learning, Customer expressly grants, and Customer represents and warrants that Customer has all rights necessary to grant, to 2HR Learning a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and 2HR Learning's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. Customer also hereby grants each User of the Service a non-exclusive license to access Customer's User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

8.4 Customer and Users must have the legal right to the User Content that Customer and Users submit to the Service. Customer and Users may not upload or post any User Content to the Service that infringes the copyright, trademark or other intellectual property rights of a third party nor may Customer upload User Content that violates any third party's right of privacy or right of publicity. Customer may post only User Content that Customer has permission to post by the owner or by law.

8.5 In Customer's use of the Service, Customer may not:

8.5.1 post, upload, publish, or distribute any libelous, defamatory or inaccurate User Content or other content or content that is unlawful or that a person of reasonable prudence would deem to be objectionable, embarrassing, distressing, offensive (including but not limited to, racially or ethnically or otherwise), vulgar, pornographic, harassing, threatening, hateful, or otherwise inappropriate;

8.5.2 use Services in any manner that is harmful or potentially harmful to anyone, including but not limited to minors, or directed against Services;

8.5.3 impersonate any person or entity, falsely claim affiliation with any person or entity, or access the accounts of others without permission or perform any other fraudulent activity or use Services for any illegal purposes; and

8.5.4 insult, defame, harass, abuse, threaten or defraud users of the Services, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.5.5 encourage others to commit any of the foregoing activities; and

8.5.6 have the User submit the work of others as their own work or otherwise attempt to cheat on assignments.

8.6 The User will not be compensated for any data or information provided to 2HR Learning, including but not limited to Student Data or User Content.

## **9. RECORDINGS AND RELEASE**

9.1 For quality assurance, training, and improvement of Services, interactions between the Users and 2HR Learning will be audio and video recorded using Zoom or a similar recording tool.

9.2 Unless the User or the User's legal representative specifically and expressly opts out of photography or video release by emailing [privacy@2hr.school](mailto:privacy@2hr.school), 2HR Learning and its affiliates will have the right to use data such as collected images and videos in accordance with the terms of the license for User Content agreed herein. Customer acknowledges that any photographs or video/audio recordings shall remain property of 2HR Learning. Due to the prevalence of mobile and web recording devices, Customer also acknowledges that other Users accessing the Services may record or make screen captures of the Services, including of other attendees, and post their own content created from their access of the Services on social media platforms. 2HR Learning disclaims all liability for the capture of the User's image by other attendees who have access to the Services in any multimedia format.

## **10. COPYRIGHT COMPLAINTS**

10.1 2HR Learning responds to infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

10.2 2HR Learning may terminate Users who are deemed to be repeat infringers. 2HR Learning may also in its sole discretion limit access to the Service and/or terminate any User account who infringes the intellectual property rights of others, whether or not a repeat infringement.

## **11. INTERNATIONAL USE**

Customer agrees to comply with and is solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction(s) in which Customer resides.

## **12. INDEMNIFICATION**

12.1 To the extent permitted by applicable law, Customer agrees to indemnify, defend and hold harmless 2HR Learning, and its subsidiaries, affiliates, officers, agents, licensees, partners, service providers, and employees and contractors, from any claim or demand, including reasonable attorneys' fees, of any third party arising out of or related to (i) content Customer and Users submit, transmit or make available to or through the Service, including without limitation, User Content, (ii) Customer's or any Users' use or misuse of the Service, (iii) Customer's or any Users' violation of the Agreement, (v) Customer's or any User's violation of any applicable law or the rights of another person or entity, (vi) Customer's gross negligent or willful misconduct, or (vii) any other party's access and use of the Service with Customer's unique username, password, or other appropriate security code. 2HR Learning reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Customer is required to indemnify 2HR Learning and Customer agrees to cooperate with the defense of these claims.

12.2 2HR Learning shall hold Customer harmless from liability to third parties resulting from infringement by the Core Technology of any United States patent or any copyright or misappropriation of any trade secret, provided 2HR Learning is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. 2HR Learning will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Core Technology: (i) not supplied by 2HR Learning; (ii) made in whole or in part in accordance with Customer specifications; (iii) that are modified after delivery by 2HR Learning; (iv) combined with other products, equipment, processes or materials where the alleged infringement relates to such combination; (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (vi) where Customer's use of the Core Technology is not strictly in accordance with the Agreement. If, due to a claim of infringement, the Core Technology is held by a court of competent jurisdiction to be or are believed by 2HR Learning to be infringing, 2HR Learning may, at its option and expense: (a) replace or modify the Core Technology to be non-infringing provided that such modification or replacement contains substantially similar features and functionality;

(b) obtain for Customer a license to continue using the Core Technology; or (c) if neither of the foregoing is commercially practicable, terminate the Agreement and Customer's rights hereunder and provide Customer, as Customer's sole remedy and 2HR Learning's sole liability for such termination, a refund of any prepaid, unused fees for the affected Core Technology calculated as of the effective date of the termination. 2HR Learning's obligations as set forth in this Section 12 are subject to the other party providing full cooperation in good faith in the defense of any such claim. THIS SECTION 12.2 STATES THE ENTIRE LIABILITY OF 2HR LEARNING WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SOFTWARE AND/ OR THE SERVICES.

### **13. NO RESALE**

Customer agrees not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes the Service, or any portion thereof, including but not limited to use of or access to the Service.

### **14. NOTIFICATIONS AND MODIFICATIONS**

2HR Learning may notify Customer via e-mail, written notice, or through posting on our website, as determined at sole discretion by 2HR Learning.

### **15. MODIFICATION OR TERMINATION OF SERVICE**

15.1 2HR Learning reserves the right to modify or discontinue the Service (or any part thereof) at any time, with or without notice, temporarily or permanently. Customer agrees that 2HR Learning shall not be liable to Customer or to any third party for any modification, suspension or discontinuance of the Service.

15.2 Customer agrees that 2HR Learning, in its sole discretion, may suspend or terminate Customer's password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if 2HR Learning believes that Customer has violated or acted inconsistently with the letter or spirit of this Agreement.

15.3 Any termination or termination of access to the Service may be implemented by 2HR Learning without prior notice, and Customer acknowledges and agrees that 2HR Learning may immediately deactivate or delete Customer's account and all data relating to Customer's account and/or bar any further access to the Service.

### **16. THIRD-PARTY COMPONENTS; LINKS**

16.1 The Services may be accompanied by, require, or contain certain third-party components. These components may require Customer, a User or other person to agree to their terms of service or other legal documents. In some cases, Customer may be required to directly purchase the component in order to receive access to and utilize such component.

16.2 ALL USE OF THE THIRD-PARTY COMPONENTS, THEIR AVAILABILITY, FUNCTION AND OUTPUT GENERATED IS AT CUSTOMER'S SOLE RISK. 2HR LEARNING'S PROVISION OF ACCESS TO THIRD-PARTY COMPONENTS IS ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTY FROM 2HR LEARNING OF ANY KIND. 2HR LEARNING DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO SUCH THIRD-PARTY COMPONENTS, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO SUCH THIRD-PARTY COMPONENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIRD-PARTY COMPONENTS MAY CONTAIN BUGS, STOP WORKING, BECOME UNAVAILABLE, SHUT DOWN, OR OTHER ADVERSE ACTIONS, AND 2HR LEARNING SHALL NOT BE LIABLE AS A RESULT.

16.3 2HR Learning may provide links to or resources from a third-party. 2HR Learning is not responsible for the availability of any third-party or Internet websites or resources and does not endorse and is not



responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources, even if linked to or otherwise promoted or made accessible by 2HR Learning.

16.4 Customer acknowledges and agrees that 2HR Learning shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of any such third-party component, link, site or resource, or reliance on any such content, goods or services available on or through.

## **17. 2HR LEARNING'S PROPRIETARY RIGHTS**

17.1 Core Technology. The Service and any Core Technology contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by 2HR Learning, Customer agrees not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Core Technology, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print. 2HR Learning reserves the right to, among other remedies, cancel Customers account without refund if it is determined that Customer has violated this section of the Agreement.

17.2 2HR Learning retains all right, title and interest in and to its content and its trademarks, including but not limited to the licensed educational content, Website, Services and any derivatives thereof, including any intellectual property rights contained and/or made available therein or in connection thereto. Customer agrees not to remove, obscure, or alter any notices of intellectual property rights or disclaimers appearing in or on the Website, and Services. The look and feel of the Website, and Services is owned by 2HR Learning. Customer may not duplicate, copy, or reuse any portion of the 2HR Learning content or visual design elements without express written permission from 2HR Learning, unless otherwise expressly agreed. Subject to the Agreement and subject to receipt of all payments, 2HR Learning grants Customer a limited license to access, view, download, print or reproduce certain portions of the Services, as designated by 2HR Learning for the sole purpose of using the Services for the permitted purpose.

17.3 2HR Learning may make certain Core Technology available to Customer that are deemed to be licensed to Customer by 2HR Learning, for Customer's internal use and only for a permitted purpose. 2HR Learning does not transfer either the title or the intellectual property rights to the Core Technology, and 2HR Learning retains full and complete title to the Core Technology as well as all intellectual property rights therein.

17.4 Customer agrees not to use any 2HR Learning trademarks or third-party trademarks provided by 2HR Learning without the express advance written permission of 2HR Learning.

17.5 All suggestions, solutions, improvements, corrections, reviews, ratings, and other contributions provided by Customer or the Users regarding the Services will be owned by 2HR Learning, and Customer hereby agrees that all such rights shall be deemed to be assigned to 2HR Learning upon provision of such material to 2HR Learning. Nothing in this Agreement will preclude 2HR Learning from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by 2HR Learning in the performance of the Services.

17.6 2HR Learning, its licensors, suppliers, and service providers reserve all rights not granted in the Agreement.

## **18. WARRANTY DISCLAIMER**

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT:

18.1 THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. CUSTOMER'S USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK.

18.2 2HR LEARNING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

18.3 2HR LEARNING MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS, BE ACCURATE OR RELIABLE (ii) THE SERVICE WILL BE SECURE, UNINTERRUPTED, TIMELY, OR ERROR-FREE, (iii) THE QUALITY OF SERVICES PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S EXPECTATIONS, AND (iv) ERRORS WILL BE CORRECTED.

18.4 ANY MATERIAL DOWNLOADED OR AVAILABLE THROUGH THE SERVICE IS AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER WILL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR DATA LOSS RESULTING.

18.5 NO WARRANTIES ARE CREATED WHICH ARE NOT EXPRESSLY STATED HEREIN.

## **19. LIMITATION OF LIABILITY**

19.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 2HR LEARNING, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF 2HR LEARNING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE).

19.2 IN NO EVENT SHALL 2HR LEARNING OR ITS SUBSIDIARIES, PARENT COMPANIES, AFFILIATES, LICENSORS, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR THIRD-PARTY PARTNERS' TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT CUSTOMER'S OR ANY USER'S USE OF THE 2HR LEARNING SERVICE (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EXCEED THE AMOUNT PAID BY CUSTOMER, IF ANY, FOR ACCESSING THE 2HR LEARNING SERVICE DURING THE TWELVE (12) MONTHS PRECEDING CUSTOMER'S CLAIM OR FIFTY U.S. DOLLARS (\$50), WHICHEVER IS GREATER.

19.3 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **20. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement.

Customer agrees to submit to the personal jurisdiction of the federal and state courts located in Austin, Texas for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. Customer agrees that Austin, Texas is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

## **21. CLASS ACTION WAIVER; JURY TRIAL WAIVER**

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. CUSTOMER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND 2HR LEARNING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **22. ADDITIONAL TERMS FOR CERTAIN ITEMS**

22.1 Mobile applications are subject to additional terms presented in the application store, at the time of download or app sign-in on the mobile device, whether accessible in full or by link. Download and/or use of the mobile application constitutes acceptance of any such additional terms.

22.2 2HR Learning may offer webmail or internal email system, message boards or other forms of communications through the Services to the Users. Customer or the User may opt out from receiving emails or other communications by choosing "UNSUBSCRIBE" and by changing the settings at any time.

22.3 If Customer or the User has opted to receive text messages or phone calls from 2HR Learning, Customer agrees to receiving the User-related and Services-related information at the mobile number provided to 2HR Learning via text messages or SMS, which may be subject to additional applicable data rates and/ or surcharges. Customer or the User may opt out of receiving messages by replying STOP to any message.

22.4 2HR Learning uses commercially reasonable efforts to carefully craft its courses and curriculum and to select the coaches based on their area of expertise and level of experience. Coaches are hired on an independent and as needed basis and the views, feedback, ideas, or information shared by coaches are their own responsibility and do not reflect the opinions of 2HR Learning in any manner whatsoever. 2HR Learning may cancel a course or remove a coach at any time, at its sole discretion. Customer acknowledges that coaching services are only an aid for motivation and guidance and not a guarantee for any particular result.

22.5 From time to time 2HR Learning may, at 2HR Learning's sole discretion, provide financial or other rewards to students. All aspects of any such rewards or reward programs (including selection of the recipient(s) and amount of any such reward) are entirely discretionary to 2HR Learning. Customer irrevocably represents that the student has been enrolled with 2HR Learning solely to receive the Services and has not and will never expect or rely upon any such possible rewards from 2HR Learning under any circumstance. Customer (i) shall ensure that no claim is ever brought by user against 2HR Learning or any person claiming any right by user to receive any reward, and (ii) is solely responsible for any tax liability that may result from receipt of any rewards and will indemnify and defend 2HR Learning against any damages or claims resulting from the foregoing.

### **23. MISCELLANEOUS TERMS**

This Agreement, together with any amendments and any additional agreements with 2HR Learning relating to the Service, shall constitute the entire agreement between Customer and 2HR Learning and govern Customer's use of the Service, superseding any prior agreements between Customer and 2HR Learning not incorporated therein. The section titles in this Agreement are for convenience only and have no legal or contractual effect. 2HR Learning objects to and rejects any additional or different terms proposed by Customer, including those contained in Customer's purchase order, acceptance or website. This Agreement may only be superseded by a signed writing executed by an authorized officer of 2HR Learning. The failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision to the maximum extent permitted by applicable law, and, nevertheless, the other provisions of the Agreement remain in full force and effect. 2HR Learning will not be liable to the User for any delay or failure of 2HR Learning to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of 2HR Learning. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities. Any provision that by its nature is intended to survive the termination of this Agreement will survive termination of this Agreement. Any notice required under this Agreement shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to such address as the parties may designate in writing.

**EXHIBIT A**  
**THIRD-PARTY COMPONENTS**  
**TERMS AND CONDITIONS**

These Third-Party Components Terms and Conditions apply to Customer's deployment of Third-Party Components in 2HR Learning's hosting environment. Customer's use of the Service continues to be subject to use authorizations and restrictions stated in the Agreement.

1. Third-Party Components may require Customer to agree to the vendor's third-party terms of service or other legal documents. In some cases, Customer may be required to directly purchase the component in order to receive access to and utilize such component.
2. Customer is responsible for confirming that its licensing agreements for such Third-Party Components permit Customer to utilize the Third-Party Components in conjunction with the Service.
3. 2HR Learning shall provide reasonable assistance to Customer in obtaining the required Third-Party Components and in integrating such Third-Party Components into the Core Technology as part of the Service. Integration assistance may require the execution of a mutually agreed-upon statement of work. Such statement of work shall contain a description of the integration assistance to be provided and the fees (if any) associated with such assistance.
4. The right to use Third-Party Components does not grant any Third-Party Component vendor to access the Service. Unless Customer has written authorization from 2HR Learning, no non-User third parties shall have access to the Service for any purpose.
5. These terms and conditions do not modify or supersede any obligations in the applicable governing licensing agreements for Third-Party Components.
6. ALL USE OF THE THIRD-PARTY COMPONENTS, THEIR AVAILABILITY, FUNCTION AND OUTPUT GENERATED IS AT CUSTOMER'S SOLE RISK. 2HR LEARNING'S PROVISION OF ACCESS TO THIRD-PARTY COMPONENTS IS ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTY FROM 2HR LEARNING OF ANY KIND. 2HR LEARNING DISCLAIMS ALL WARRANTIES AND INDEMNITIES AND LIABILITY WITH RESPECT TO SUCH THIRD-PARTY COMPONENTS. THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THE AGREEMENT SHALL PERTAIN TO THE USE OF THIRD-PARTY COMPONENTS.

## EXHIBIT B

### MAINTENANCE AND SUPPORT TERMS AND CONDITIONS

The following Maintenance and Support Terms and Conditions (these "**Support Terms**") are made part of the Agreement ("**Agreement**") between Customer (as identified in the Agreement) and 2HR Learning, Inc. ("**2HR Learning**"). In the event of any conflict between the terms of the Support Terms and the Agreement, the Support Terms shall control.

#### 1. DEFINITIONS

- 1.1. "**Standard Success**" means the standard success level of Maintenance and Support as set out in Section 4.
- 1.2. "**Gold Success**" means the gold success level of Maintenance and Support as set out in Section 4.
- 1.3. "**Platinum Success**" means the platinum success level of Maintenance and Support as set out in Section 4.
- 1.4. "**Issue**" means a failure of the Software to substantially conform to the functional specifications set forth in the documentation for the Software.
- 1.5. "**Maintenance and Support**" means the maintenance and support services to be provided by the 2HR Learning to the Customer in accordance with these Support Terms.
- 1.6. "**Major Release**" means, unless otherwise specified by 2HR Learning for a particular product, a release in which the version number to the left of the first decimal point increases (e.g., 2.1 to 3.1).
- 1.7. "**Minor Release**" means, unless otherwise specified by 2HR Learning for a particular product, a release of the Software in which the version number to the right of the first decimal point increases (e.g., 2.1 to 2.2).
- 1.8. "**Quote**" means the order form or other document that references the Agreement.
- 1.9. "**Response Time**" means the time period in which the assigned support resource shall provide Customer with an initial technical response as a result of an Issue reported by Customer.
- 1.10. "**Success Level**" means the specific level of Maintenance and Support (Standard Success, Gold Success, or Platinum Success) that has been selected by the Customer on the Quote.
- 1.11. "**Software**" means the certain software programs licensed to Customer under the terms of the Agreement and as identified on a Quote.
- 1.12. "**Term**" has the same meaning as defined in the Agreement.
- 1.13. "**Updates**" means service packs, patches, hot fixes, or workarounds for a particular version of the Software. "Updates" include Minor Releases but excludes any Major Releases or other releases of the Software or any other products that 2HR Learning, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Success Level the Customer purchases from 2HR Learning. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the Master Agreement. If there is no such agreement, then the terms accompanying the Software will govern.
- 1.14. "**Workaround**" means a modification or "patch" for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

#### 2. MAINTENANCE AND SUPPORT SERVICES

- 2.1. In consideration of the Customer's payment of the applicable fees related to the Success Level, 2HR Learning agrees to provide the Success Level of Maintenance and Support selected by the Customer on

the Quote, for the duration of the Term, and solely for the Software.

### 3. SUPPORT TICKET HANDLING

- 3.1. Support ticket handling, including Service Level Agreements (“SLAs”), shall be the same for all Success Levels (Standard, Gold, and Platinum).
- 3.2. Severity Classification and Response Time Goals. Issues are classified according to the severity of impact on the use of the Software, according to the chart below. All disputes regarding severity classification will be resolved by 2HR Learning in its sole discretion.

#### Support Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	1 hour 24/7
2	Production system performance is degraded, but operational;  Issue affects essential functions and No Workaround exists; or  Issue is blocking critical systems tests or deliverables.	4 hours 24/7
3	General product questions relating to development, feature issues, or documentation.	24 hours 24/5 (Mon - Fri)

### 4. SUCCESS LEVEL DIFFERENTIATORS

- 4.1. **Standard Success:** Includes basic maintenance and support as outlined above.
- 4.2. **Gold Success:** (If applicable) Includes basic maintenance and support as outlined above plus additional services as specified in the Quote.
- 4.3. **Platinum Success:** Includes all Gold Success features plus additional services as specified in the Quote.

- 4.4. **Platinum (& Gold) Services:** Services offered may evolve over time based on feedback, details of the services available at the time of signing are what are specified in the Quote. Customers acknowledge that these services may change, and new services may be added. Customers can request Platinum Success details for the software included in their contract at any time from the 2HR Learning.

## 5. OBLIGATIONS OF CUSTOMER

- 5.1. **Support Contact.** All communications relating to Maintenance and Support will be supervised, coordinated, and undertaken by no more than two (2) designated contact persons per Customer work-shift who will act as a point of contact between Customer and 2HR Learning. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Issues with direction by 2HR Learning.
- 5.2. **Pre-Call Procedures.** Prior to requesting support from 2HR Learning, Customer shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Customer shall then promptly notify 2HR Learning of the Issue. Customer shall confirm that the following conditions are true before contacting 2HR Learning for support:
- 5.2.1. **Reproduction.** If possible, the situation giving rise to the Issue is reproducible in a single supported Software;
- 5.2.2. **Support Representative.** The Customer contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;
- 5.2.3. **Access.** The entire system, including all software and hardware, is available to the Customer contact without limit during any communication with 2HR Learning support personnel; and
- 5.2.4. **Availability.** If requested and required, Customer must make available to 2HR Learning a technical representative during support hours of coverage for all Issues. 2HR Learning reserves the right to suspend all work relating to any Issues during periods for which the Customer does not provide access to a technical representative or requested data to continue to work on the Issue.
- 5.3. **Remote Connection.** If appropriate, Customer will cooperate with 2HR Learning to allow and enable 2HR Learning to perform support services via remote connection using standard, commercially available remote-control software. Customer will be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.
- 5.4. **New Releases.** Customer acknowledges and agrees that Software releases provided by 2HR Learning pursuant to these Support Terms may, in 2HR Learning's sole discretion, require additional training of Customer's personnel.
- 5.5. **Disclaimer.** 2HR Learning shall not be responsible for providing Maintenance and Support, Updates, or any other maintenance and support to the extent that Issues arise because Customer (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended by 2HR Learning; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the Master Agreement.

## 6. LIMITATIONS ON MAINTENANCE AND SUPPORT SERVICES

- 6.1. **Non-Compliance Problems.** If Customer notifies 2HR Learning of a problem and 2HR Learning correctly determines that the problem is due to Customer's incorrect or improper use of the Software or failure to comply with the terms of these Support Terms or the Agreement (as opposed to an Issue with the Software), the resolution of such problem is not covered by Maintenance and Support.
- 6.2. **Release Support Period.** 2HR Learning shall support a release of the Software if such release (i) was



made generally available during the previous twenty-four (24) months; and (ii) is no more than one Major Release behind the most current release of the Software. Other versions of the Software will not be supported unless 2HR Learning and Customer mutually agree otherwise in writing.

- 6.3. **Third-Party Products.** Maintenance and Support does not cover the operation or use of third-party hardware or software or Software modified by any party other than 2HR Learning or used in any manner in violation of the Master Agreement or inconsistent with the Documentation.
- 6.4. **Data.** Customer is encouraged to backup data often and to always do so prior to installing any Update. 2HR Learning will have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage.

## 7. TERM AND TERMINATION

- 7.1. **Term.** The Maintenance and Support services Term shall be as indicated in the Quote. For clarity, the Quote will provide the Customer with an option to select a single year or multi-year period of coverage; upon selecting such period of coverage, the period selected shall constitute the Term. Customer shall be contractually obligated to pay the fees for the full length of the Term and, unless terminated in accordance with the terms herein prior to the expiration of the Term, 2HR Learning shall be obligated to provide the selected Support Level to the Customer for the duration of the Term.
- 7.2. **Renewal; Lapsed Maintenance and Support.** The Term will automatically renew for the same term period as the term indicated in the Quote at 2HR Learning's then-current rates, unless Customer notifies 2HR Learning in writing of Customer's intent not to renew at least sixty (60) days prior to the expiration of the then-current term. If Customer elects not to renew Maintenance and Support, Customer shall no longer be eligible for Maintenance and Support and there will be no right of reinstatement.
- 7.3. **Termination of Support Terms.** If 2HR Learning or Customer terminates the Agreement in accordance with the terms provided therein, then the Maintenance and Support hereunder will also terminate. Further, 2HR Learning may terminate these Support Terms upon the following conditions:
  - 7.3.1. if Customer fails to make any payments due hereunder within fifteen (15) days after 2HR Learning delivers notice of default to Customer;
  - 7.3.2. by giving prior written notice to Customer if Customer fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Customer's receipt of 2HR Learning's notice to cure such non-performance of material obligation; or
  - 7.3.3. if Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.
- 7.4. **Effect of Termination.** All fees already due or payable to 2HR Learning prior to the date of termination will become immediately payable upon termination.

## 8. WARRANTY

- 8.1. 2HR Learning warrants all services performed under these Support Terms shall be performed in a workmanlike and professional manner.
- 8.2. EXCEPT AS OTHERWISE STATED IN THESE SUPPORT TERMS, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

**EXHIBIT C**  
**PRIVACY POLICY PARENTAL CONSENT**

[Date]

[Parent Name]

[Address Line 1]

[Address Line 2]

[Parent email]

Parent / Legal Guardian 1 Full Name (“you” or “Parent”):

Parent / Legal Guardian 2 Full Name (“you” or “Parent”):

Dear Parent(s),

2HR Learning is updating its privacy policy and requires your consent to data collection, usage and disclosure in accordance with its terms. A copy of the privacy policy is posted online at [https://\\_\\_\\_\\_\\_](https://_____) (“Privacy Policy”) and also attached below for your convenience. You and your Student are responsible for understanding and agreeing with the Privacy Policy terms, now and in the future. If you have any questions concerning the Privacy Policy or the scope of data collection, usage and disclosure at any time, please contact [privacy@2hr.school](mailto:privacy@2hr.school).

Future updates to the Privacy Policy will be posted online. At 2HR Learning’s discretion, we may require new signatures on privacy policies from time to time. If you ever disagree with its terms and no reasonable resolution of the disagreement can be reached, you must terminate your enrollment and you can of course demand destruction of personal data that we may have in our possession (subject to the right or obligation to retain information as required by law, as well as any aggregated and de-identified information as set forth in the Privacy Policy).

If you have read, fully understand and agree to the terms of the Privacy Policy, please sign this agreement below.

## 2HR Learning Privacy Policy Consent Agreement

I have received a copy of the 2HR Learning Privacy Policy herein and understand that future updates will be posted online at [https://\\_\\_\\_\\_\\_](https://_____) I have read, fully understand and agree to the terms of the 2HR Learning Privacy Policy.

Parent acknowledges and agrees to the terms in the Privacy Policy in connection with 2HR Learning Technology (as defined in the Privacy Policy) related to (i) collection of browser history and screen data on 2HR Learning computers; (ii) geolocation information; (iii) biometric identifiers, biometric information and other biometric data; and (iv) audio, video and/or web cam recordings. If this agreement is returned without a Student signature, Parent has discussed the Privacy Policy with Student and Student is aware of the 2HR Learning Technology data collection.

Where the Children's Online Privacy Protection Act ("COPPA") and Section 13 of the Privacy Policy applies because Student is under 13 years of age, Parent acknowledges awareness of the parent and student rights under COPPA, including but not limited to those rights described in Section 14 of the Privacy Policy, and expressly authorizes the collection of information concerning Student in accordance with the Privacy Policy.

Responsible Parent:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

## 2HR LEARNING PRIVACY POLICY

2HR Learning, Inc. (collectively, “**2HR Learning**”, “**we**”, or “**us**”) respects your privacy. This 2HR Learning Privacy Policy (“**Privacy Policy**”) describes the ways we collect information from and about you and/or your children (collectively, hereinafter referred to as “**you**”/ “**your**”), what we do with the information, and your privacy rights. By utilizing the 2HR Learning issued laptop, accessing our website, or using any applications, mobile apps or other technological products or services that are made available to you in connection with 2HR Learning (the “**2HR Learning Technology**”), you agree to the terms of this Privacy Policy in addition to any other agreements we might have with you.

This Privacy Policy applies to personal data processed by 2HR Learning in conjunction with use of the 2HR Learning Technology, and discloses information concerning data collection, usage and sharing about you as a user of the 2HR Learning Technology. This Privacy Policy specifically describes such activities about an applicant, student, or child in Section 13 and has additional information about parents in Section 14, including rights of parents with respect to children under the age of 13.

### **IMPORTANT:**

The educational success of the 2HR Learning Technology relies on extensive data collection and analysis in order to assist with achieving the results desired from the 2HR Learning Technology. Similar to the use of data collection and analysis in professional sports to improve and gain a performance edge, we may use every available lawful means in order to improve a student’s performance. The data collection and processing described in this Privacy Policy and utilized as part of the 2HR Learning Technology are integral to the experience and a necessary part of the overall program. Some specific examples of possible data collection and analysis:

- **Test Scores:** Academic and cognitive test scores prior to and during the program are collected, tracked and analyzed.
- **Recordings:** All group, 1:1 and online meeting sessions may be recorded with audio and/or video, including interactions on Zoom or any similar system.
- **Activity Tracking:** Screenshots, including browser, screen or computer activity, will be taken while a student is working. Keyboard and mouse activity will also be tracked. Webcams, computer microphones and online meeting tools may be used to record the student as part of the 2HR Learning Technology. In the pro sports analogy, this is game film which allows analysis, instruction and improvement of both learning and instruction.
- **Productivity Gamification:** Productivity may be tracked in order to display a leaderboard to users, or provide rewards, and the purchase or other history related to the redemption of those rewards may be tracked and analyzed.
- **Biometrics:** Biometric data, information and identifiers may be collected to analyze and improve learning, or as part of assessments, evaluation and testing.
- **Marketing:** You may choose to take part in marketing videos or photos for the 2HR Learning website, social media and other online and offline properties or media describing their interactions with 2HR Learning. You may also appear in videos or photos if you are participating

in on campus or group activities. You expressly give permission for 2HR Learning and any such media to use your image or likeness in any digital media format (e.g., photo, video, website, email and web-related publications) or associated format (photo or screenshot for a physical newsletter referencing the online media) in connection with the purposes described above, without payment, including the right to digitally alter the image, and release any and all copyright ownership or claims. For clarity, this release and permission also extends to your child.

We intend to proceed with additional data collection in the future, or in specific student cases, which may involve the use of additional software, hardware, or mobile phone applications/usage. For example, if a student has poor sleep habits impacting learning, sleep tracking using an iPhone or activity tracker may be implemented in order to analyze and suggest improvements. Or if students are taught meditation in order to encourage a focused state of mind, a headband monitor and app may be used to collect data for analysis.

Our intent is to utilize the 2HR Learning Technology now and in future iterations to leverage data and technology to its fullest in order to put your student in the position to learn, which may include automated analysis and actions as a result of the processing of this data. If you do not wish to put data and technology to work in this manner, please explore alternative options for your education.

## **1. Our Collection of Parent, Student and Your Information**

**Personal Data.** The information we collect may include your personal data, such as your name, contact information, IP addresses, information concerning your education and usage of the 2HR Learning Technology, and other data that may identify you. We collect personal data about you at several different points, including but not limited to the following: as described above in the examples of the importance of the 2HR Learning Technology;

- when we engage in educational instruction or correspond with you;
- when you use the 2HR Learning Technology, including but not limited to when you register as a user of 2HR Learning Technology and an account is created for you;
- when you schedule a tour with us, you may need to provide your name and your child's name, and your email address and phone number;
- when you enroll in any newsletter or other periodic communication;
- when you contact us for help;
- when the 2HR Learning Technology captures analytics data or sends error reports;
- when you choose to provide materials or information as part of the 2HR Learning Technology; and as described in Section 13 (Children's Privacy) and Section 14 (Parental Rights).

## 2. Information Collected Automatically or From Others

**Automatic Data Collection.** We may collect certain information automatically when you use the 2HR Learning Technology. This information may include your Internet protocol (IP) address, user settings, MAC address, cookie identifiers, mobile carrier, mobile advertising and other unique identifiers, details about your browser, operating system or device, location information, Internet service provider, pages that you visit before, during and after using the 2HR Learning Technology, information about the links you click, and other information about how you use the 2HR Learning Technology. Information we collect may be associated with accounts and other devices. 2HR Learning Technology may collect precise geolocation information in accordance with applicable law.

In addition, we may automatically collect data regarding your use of 2HR Learning Technology, such as the types of content you interact with and the frequency and duration of your activities. Unless contrary to applicable law or contractual agreement, we may combine your information with information that other people provide when they use 2HR Learning Technology.

**Cookies, Pixel Tags/ Web Beacons, Analytics Information, and other technologies.** We, as well as third parties that provide content, or other functionality on the 2HR Learning Technology, may use cookies, pixel tags, local storage, and other technologies (“**Analytics Systems**”) to automatically collect information through the 2HR Learning Technology. Analytics Systems are essentially small data files placed on your computer, tablet, mobile phone, or other devices that allow us and our partners to record certain pieces of information whenever you visit or interact with 2HR Learning Technology.

- **Cookies.** Cookies are small text files placed in visitors’ computer browsers to store their preferences. Most browsers allow you to block and delete cookies. However, if you do that, the 2HR Learning Technology may not work properly.
- **Pixel Tags/Web Beacons.** A pixel tag (also known as a web beacon) is a piece of code embedded in the 2HR Learning Technology that collects information about users’ engagement on the 2HR Learning Technology. The use of a pixel allows us to record, for example, that a user has visited a particular web page or clicked on a particular item.

**Analytics.** We may use analytics as part of the 2HR Learning Technology, including without limitation Google Analytics, a service for the analysis of technology usage that is provided by Google, Inc. Google Analytics and other analytics uses cookies to allow us to see how you use the 2HR Learning Technology, so we can improve your experience. Google’s ability to use and share information collected by Google Analytics about your visits to the site is restricted by the Google Analytics Terms of Use available at <http://www.google.com/analytics/terms/us.html> and the Google Privacy Policy available at <http://www.google.com/policies/privacy/>. You can prevent Google Analytics from recognizing you on return visits to the site by disabling cookies in your browser. If you prefer to not have data reported by Google Analytics, you can install the Google Analytics Opt-out Browser Add-on available at <https://tools.google.com/dlpage/gaoptout>. For information about other analytics services used, please contact us using the contact information below.

**Information from Other Sources.** We may obtain information about you from other sources, including through third party services and organizations to supplement information provided by you. For example, the 2HR Learning Technology may collect information about you from third-party learning applications and compile that information as part of the 2HR Learning Technology. Additionally, if you access 2HR Learning Technology through a third-party application, such as an app store, a third-party login service, or a social networking site, we may collect information about you from that third-party application that you have made public via your privacy settings.

Information we collect through 2HR Learning Technology may include your name, your user identification number, your user name, location, gender, birth date, email, profile picture, and your contacts stored in that service. This supplemental information allows us to, among other things, verify information that you have provided to us and to enhance our ability to provide you with appropriate information as part of the school and 2HR Learning Technology.

**Third-Party Information You Submit.** If you submit any personal data about another individual to us, you are responsible for making sure that you have the authority to do so and to allow us to use their personal data in accordance with this Privacy Policy.

**Children's Privacy and Parental Rights.** As further described in Section 13 (Children's Privacy) and Section 14 (Parental Rights) and above in the description of the importance of the 2HR Learning Technology.

### 3. Our Use of your Personal Data

2HR Learning may use information that we collect about you to:

A. Fulfill educational objectives, such as:

- delivering the educational services by way of the 2HR Learning Technology;
- managing our relationship with you and provide you with support and other assistance;
- communicating with you by email, postal mail, telephone or mobile devices about your education, 2HR Learning and the 2HR Learning Technology;
- undertaking activities to verify or maintain the quality or safety of 2HR Learning and the 2HR Learning Technology; managing 2HR Learning and the 2HR Learning Technology, and
- allowing you to register for events or other opportunities.

B. Analyze and improve the school and 2HR Learning Technology pursuant to our legitimate interest, such as:

- utilizing the information to improve your education;
- detecting security incidents, protecting against malicious, deceptive, fraudulent or illegal activity, and prosecuting those responsible for that activity;
- performing research and analysis about your use of, or interest in, 2HR Learning Technology or content offered by others, and short-term, transient use, such as contextual customization;
- undertaking research for educational and technological development and demonstration;
- improving, upgrading or enhancing 2HR Learning Technology or the applications, offerings and services of our service providers;
- verifying your identity and preventing fraud;
- debugging of the 2HR Learning Technology to identify and repair errors that impair existing intended functionality; and
- enforcing our terms and legitimate interests.

C. Provide you with additional content and educational opportunities, such as: developing and displaying content and educational materials tailored to you as part of the 2HR Learning Technology;

- auditing of 2HR Learning and the 2HR Learning Technology relating to interactions, transactions and other compliance activities; and
- performing functions, you consent to or that are otherwise described to you at the time of collection.

D. As further described in Section 13 (Children’s Privacy), Section 14 (Parental Rights) and above in the description of the importance of the 2HR Learning Technology.

**Use De-identified and Aggregated Information.** We may use personal data and other data about you to create de-identified and aggregated information, such as de-identified demographic information, de-identified location information, information about the computer or device from which you access 2HR Learning Technology, or other analyses we create.

**Share Content with Others.** 2HR Learning Technology may offer various tools and functionalities to share with other users.

#### 4. Our Disclosure of Parent, Student and your Personal Data to Third Parties

We may share your personal data with third parties only in the ways that are described in this Privacy Policy.

- **Affiliates and 2HR Learnings.** We may provide your information to affiliated entities within our corporate group, as well as with vendors who perform functions on our behalf; such parties provide hosting and maintenance services, virtual infrastructure, payment processing, analysis and other services for us.
- **Independent Contractors.** We may utilize independent contractors subject to confidentiality obligations as an alternative to employees.
- **Business Partners.** We may share your data with any parent company, subsidiaries, joint ventures, and other entities under a common control or third-party acquirers;
- **Disclosure for Merger, Sale or Other Asset Transfer.** We may allow a potential acquirer or merger partner to review our information, although we would restrict their use and disclosure of this data during the diligence phase;
- **Disclosure to Protect Us or Others.** As required by law enforcement, government officials, or other third parties pursuant to a subpoena, court order, or other legal process or requirement applicable to 2HR Learning; or when we believe, in our sole discretion, that the disclosure of personal data is necessary to prevent physical harm or financial loss; to report suspected illegal activity or to investigate violations of our agreements or 2HR Learning policies; to enforce our terms and conditions, to protect the security or integrity of our products and services.
- **Based on Consent.** When you give us permission to do so.
- **Children’s Privacy and Parental Rights.** As further described in Section 13 (Children’s Privacy) and Section 14 (Parental Rights) and above in the description of the importance of the 2HR Learning Technology.

Please note that these third parties may be in other countries from you.

- **Potential for Other Users to Contact You.** To the extent that a given application supports personal messaging functionality or email between and among users of the 2HR Learning Technology, you may receive personal messages from other users. You may be able to disable



this functionality by using the unsubscribe and other disabling instructions in the given application.

- **Prohibited Disclosures.** We will not sell personally identifiable information of children or parents to third parties. Furthermore, we will not disclose any information for behavioral targeting of our students.

## 5. Our Security Measures to Protect your Personal Data

2HR Learning uses industry-standard technologies when transferring and receiving data exchanged between 2HR Learning and other companies to help ensure its security. The 2HR Learning Technology has security measures in place to help protect information under our control from the risk of accidental or unlawful destruction or accidental loss, alteration or unauthorized disclosure or access. However, “perfect security” does not exist on the Internet. Also, if the 2HR Learning Technology contains links to other sites, 2HR Learning is not responsible for the security practices or the content of such sites.

## 6. Our Use of Automatic Collection, Links and Other Technologies

- **Automatic Collection Technologies.** We, as well as third parties on the 2HR Learning Technology, may use Analytics Systems to automatically collect information through the 2HR Learning Technology. Our uses of these Analytics Systems fall into the following general categories:
- **Operationally Necessary.** This includes Analytics Systems that may allow for the identification of irregular site behavior, prevent fraudulent activity and improve security or that are essential to allow you to make use of our functionality;
- **Performance Related.** We may use Analytics Systems to assess the performance of 2HR Learning Technology, including as part of our analytic practices to help us understand how students use the 2HR Learning Technology;
- **Functionality Related.** We may use options or other systems that allow us to offer you enhanced functionality when accessing or using 2HR Learning Technology. This may include identifying you when you sign into 2HR Learning Technology or keeping track of your specified preferences, interests, or past items viewed;
- **Targeting Related.** We may use first party or third-party Analytics Systems to deliver content, including content determined relevant to you, on 2HR Learning Technology.
- **Website Links.** We may create links to other websites. Additionally, many other sites that are not associated with or authorized by 2HR Learning may have links leading to our site. 2HR Learning cannot control the material in connection with these links and we are not responsible for any content appearing on these sites. You are subject to the privacy practices of that third party. We encourage you to ask questions before you disclose any personal data to others.
- **App Links.** 2HR Learning Technology may provide you with a link to other, third-party sites and applications. Such third-party sites will have their own data collection practices and policies. Please review the privacy policy for such sites and exercise caution in providing information that personally identifies you. We have no responsibility, access, or control over the data collection

practices and policies of such third-party sites and applications. You will use such sites and applications at your own risk and outside of the scope of this Privacy Policy. The provision of such applications is done on an “As Is” basis, with no endorsements or representations.

- **Cross-Device Tracking.** Your browsing activity may be tracked across different websites and different devices or apps. For example, we may attempt to match your browsing activity on your mobile device with your browsing activity on your laptop. To do this our technology partners may share data, such as your browsing patterns, geo-location and device identifiers, and will match the information of the browser and devices that appear to be used by the same person.
- **Notice Regarding Third Party Websites, Social Media Platforms and Software Development Kits.** 2HR Learning Technology may use third parties to present or serve content and technology, software or services. These third parties may gather information concerning the content delivered, your use of the 2HR Learning Technology, and other information in connection with their services and your usage.

We may use third-party software, APIs and software development kits (“**SDKs**”) as part of the functionality of 2HR Learning Technology. The software, APIs and SDKs may allow third parties including analytics and advertising partners (to the extent disclosed) to collect your personal data for various purposes including to provide analytics services and content that is more relevant to you. For more information about our use of third-party software, APIs and SDKs, please contact us as set forth below.

2HR Learning Technology may include publicly accessible or private websites, blogs, forums, social media pages, and private messaging features. To the extent permitted by applicable law, by using such 2HR Learning Technology, you assume the risk that the personal data provided by you may be viewed and used by third parties for any number of purposes. In addition, social media buttons such as Twitter and LinkedIn (that might include widgets such as the “share this” button or other interactive mini-programs) may be utilized as part of the 2HR Learning Technology.

These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. These social media features are either hosted by a third party or hosted directly on our site. Your interactions with these features apart from the 2HR Learning Technology are governed by the privacy policy of the company providing it.

This Privacy Policy does not cover certain uses of information that such third parties may have collected from you or the methods used by the third parties to collect that information. To the extent permitted by applicable law, we do not endorse, screen or approve and are not responsible for the privacy practices or content of such other websites or applications. Visiting these other websites or applications is at your own risk.

## **7. Data Retention**

Information will be maintained for the period required to achieve the purpose for which the information was collected. We will follow a data retention schedule which may retain some permanent academic school records indefinitely and deidentify or destroy other records according to a retention schedule that ranges from graduation / disenrollment to 4-5 years later. Information that is transitory and not needed to fulfill a long-term purpose will be de-identified or destroyed sooner.

## 8. International Transfers of your Personal Data

Information about you may be stored and processed in the United States, European Economic Area, or any other country in which our agents, contractors or service providers maintain facilities, and by accessing our websites and using our mobile apps, software and 2HR Learning Technology, you consent to the transfer and/or access of your information outside of your country.

## 9. Accuracy of Personal Data

We do our best to ensure that the personal data we hold, and use is accurate. We rely on you to disclose to us all relevant information and to inform us of any changes.

## 10. Your Access to your Personal Data and Deletion Upon Request at Departure

Reasonable access to your personal data may be provided upon request made to 2HR Learning at the contact information provided below. If access cannot be provided within a reasonable time frame, 2HR Learning will provide the requesting party a date when the information will be provided. If for some reason access is denied, we will explain as to why access has been denied. We may charge a reasonable fee in advance for copying and sending the information requested. If you would like us to delete any personal data held about you when you complete your education or otherwise choose to depart 2HR Learning, we will do so on request unless (i) we need to hold the information as required by applicable law, (ii) the information is held pursuant to a reasonable retention schedule and the information concerns academic records related to the education of the student, and (iii) it is aggregated and de-identified information as set forth in the Privacy Policy.

## 11. Your Choices

In certain circumstances we offer those who provide personal data a means to choose how we use the information provided. Where you have consented to the processing of your personal data, you may withdraw that consent at any time and prevent further processing by contacting us as described below. Even if you opt out, we may still collect and use non-personal data regarding your activities on 2HR Learning Technology and for other legal purposes as described above.

**Marketing.** You may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of our marketing emails. Note that you will continue to receive transaction-related emails regarding education at the school or the 2HR Learning Technology. We may also send you certain non-promotional communications regarding us and 2HR Learning Technology, and you will not be able to opt out of those communications (e.g., communications regarding the school or 2HR Learning Technology or updates to our terms or this Privacy Policy).

We process requests to be placed on do-not-mail, do-not-phone and do-not-contact lists as required by applicable law.

**Mobile Devices.** We may send you push notifications through our mobile application. You may at any time opt- out from receiving these types of communications by changing the settings on your mobile device. We may also collect location-based information if you use our mobile applications. You may opt-out of this collection by changing the settings on your mobile device.

**“Do Not Track.”** Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. Please note that we do not respond to or honor DNT signals or similar mechanisms transmitted by web browsers, except to the extent required by applicable law.

**Cookies and Interest-Based Advertising.** You may stop or restrict the placement of Analytics Systems on your device or remove them by adjusting your preferences as your browser or device permits. The online advertising industry also provides websites from which you may opt out of receiving targeted ads from data partners and other advertising partners that participate in self-regulatory programs. You can access these and learn more about targeted advertising and consumer choice and privacy, at [www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp), <http://www.youronlinechoices.eu/>, <https://youradchoices.ca/choices/>, and [www.aboutads.info/choices/](http://www.aboutads.info/choices/). To separately make choices for mobile apps on a mobile device, you can download Digital Advertising Alliance's AppChoices application from your device's app store. Alternatively, for some devices you may use your device's platform controls in your settings to exercise choice.

Please note you must separately opt out in each browser and on each device. Advertisements on third party websites that contain the AdChoices link may have been directed to you based on information collected by advertising partners over time and across websites. These advertisements provide a mechanism to opt out of the advertising partners' use of this information for interest-based advertising purposes.

## 12. Your Privacy Rights

If you live outside Texas, depending on where you reside, or in the future as privacy laws change, or based upon the Children's Online Privacy Protection Act ("COPPA") for children under 13 years of age, you may have the right to exercise additional rights available to you under applicable laws, including as applicable:

- **Right of erasure.** You may have a broader right to erasure of personal data that we hold about you. Please note, however, that we may need to retain certain information for record keeping purposes, to complete transactions or to comply with our legal obligations, among other things.
- **Right to object to processing.** You may have the right to request that we stop processing your personal data, including the right to opt in or opt out of the sale of your Personal Data to third parties, or to stop sending you marketing communications.
- **Right to restrict processing.** You may have the right to request that we restrict processing of your personal data in certain circumstances. For example, where you believe that the personal data we hold about you is inaccurate or unlawfully held.
- **Right to data portability.** In certain circumstances, you may have the right to be provided with your personal data in a structured, machine readable and commonly used format and to request that we transfer the personal data to another data controller without hindrance.

If you would like to exercise any of the above rights, or others that apply to you, or you believe that we should honor such right in your case, please contact us utilizing the contact details in the "**Contacting Us**" Section below. We will consider your request in accordance with applicable laws. To protect your privacy and security, we may take steps to verify your identity before complying with the request.

In some cases, our ability to uphold these rights for you may depend upon our obligations to process personal data for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the 2HR Learning Technology. Where this is the case, we will inform you of specific details in response to your request.

### 13. Children's Privacy

The 2HR Learning Technology and other activities involve the collection and maintenance of personal data about children under 13, as well as other personal data of students, through use of the 2HR Learning Technology. It is operated by: **2HR Learning**, 1201 Spyglass Dr., Austin, TX 78746. Please contact us at [privacy@alpha.school](mailto:privacy@alpha.school) with any questions about the collection, use and sharing of children's personal data, and specifically the personal data of children under 13 years old, including requesting a list of our service providers acting as sub-processors.

The information collected about children under 13, as well as other personal data of applicants and students, includes: name; email; password; phone number; IP address; cookie identifiers; geolocation; standard browser data such as pages visited, duration on each page, and productivity/idleness; analytics data; any personal data or information provided in response to assessments or tests; any personal data or information captured by browser or screen tracking in connection with the student's use of their browser or operating system; any personal data contained in messages, posts or videos; any information required in student profiles; any information collected by third-party learning applications; any purchase history in connection with the debit cards used for financial rewards; phone usage (in connection with data tracked by the mobile app); any information provided in student emails or support requests; and other personal data as described in Section 1 (Our Collection of Your Information) and Section 2 (Information Collected Automatically or From Others).

The information about children under 13, as well as other personal data of applicants and students, is or may be used for: student assessment and testing, account creation, user verification, deliver and improve the 2HR Learning Technology, display of student profiles to other users, provide financial rewards, productivity monitoring and gamification, transactional emails, share content between users, user interaction, customer support, user communication, prevent fraud; community discussions and networking; display of a leaderboard for students in connection with learning app usage and other activity; detect security incidents; analytics; respond to legal inquiries; terminate accounts; or other usage disclosed in Section 3 (Our Use of your Personal Data).

The information about children under 13, as well as other personal data of applicants and students, is disclosed to: 2HR Learning affiliates, service providers and vendors (including for the purposes of coaching, user engagement, communication, financial rewards, hosting, support, analytics and other internal purposes), other authorized users with whom the child or student shares and/or communicates, recipients of child or student emails; government and/ or legal requestors as required by law or in connection with child usage, others as necessary (based on the appropriate consent of the parent/ legal guardian), and other cases as described in Section 4 (Our Disclosure of your Personal Data to Third Parties).

Information may also be disclosed in connection with efforts by 2HR Learning, service providers/vendors, or others, to improve education and learning, provided that appropriate privacy protections for the information are in place. For example, a vendor may aggregate information provided or made available by 2HR Learning for use, research, or study by 2HR Learning and third-parties.

No child or student personal data is made available to the public by us without your consent or disclosure in this Privacy Policy. Children can make their personal data available to other authorized users, teachers/staff/guides or email recipients as part of the 2HR Learning Technology.

The parent of a child under 13 or a student (for certain student information, subject to an applicable data protection law) can review or have deleted the personal data held by the 2HR Learning Technology and refuse to permit its further collection or use. A parent may do so by notifying 2HR Learning through any designated contact mechanism (i.e., an administrator) and/or notifying us through the contact information below.

#### **14. COPPA, Parental Rights and Data Collection about Parents**

In addition to the information in Section 13, in connection with children under the age of 13, parents (including legal guardians) have specific rights under the Children Online Privacy Protection Act (COPPA). These rights with respect to children under the age of 13 include:

- Direct notice to parents and obtains verifiable parental consent, with limited exceptions, before collecting personal data online from children;
- Give parents the choice of consenting to the collection and internal use and sharing of a child's information as required by COPPA;
- Provide parents access to their child's personal information to review and/or have the information deleted;
- Give parents the opportunity to prevent further use or online collection of a child's personal information as required by COPPA;
- Not condition a child's participation in an online activity on the child providing more information than is reasonably necessary to participate in that activity.

When you agree to terms referencing this Privacy Policy, or consent to this Privacy Policy through use of the 2HR Learning Technology, you expressly agree to the collection of personal data and other information as described herein and in accordance with applicable data protection laws.

Parents may have additional rights under federal, state and local laws concerning this data. Please contact us using the contact information below to exercise any such rights that apply to you.

To the extent not covered elsewhere, 2HR Learning also collects personal data or other information about parents, including without limitation, name, contact information, account verification details, financial payment details, consent requirements, and other information reasonably necessary in connection with the 2HR Learning Technology.

#### **15. Changes to our Privacy Policy**

2HR Learning may amend this Privacy Policy at any time by posting a new version online at <https://alpha.school/privacy-policy/>. It is your responsibility to review this Privacy Policy periodically as your continued use of the 2HR Learning Technology represents your agreement with the then-current Privacy Policy. If applicable data protection law requires additional affirmative consent from you for a new collection, use and disclosure of personal information, we will contact you to secure such consent.

#### **16. Contacting Us**

To contact us for questions or concerns about our privacy policies or practices please reach out to us at [privacy@2hr.school](mailto:privacy@2hr.school).