



**ILLUMINATE EDUCATION, INC.
END-USER LICENSE AGREEMENT AND PRIVACY POLICY**

ONLY AUTHORIZED LICENSEES OF ILLUMINATE EDUCATION, INC. ("ILLUMINATE") WHO HAVE AGREED TO THE TERMS OF THIS END-USER LICENSE AGREEMENT AND PRIVACY POLICY AND HAVE PAID ALL NECESSARY LICENSE FEES MAY USE THIS SOFTWARE AND ACCESS AND USE THE CONTENT ASSOCIATED THEREWITH. THIS SOFTWARE AND ASSOCIATED CONTENT AND DOCUMENTATION ARE PROPRIETARY AND COPYRIGHTED WORKS OWNED OR LICENSED BY ILLUMINATE AND CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION OF ILLUMINATE OR ITS BUSINESS PARTNERS. ANY USE OF OR ACCESS TO THIS SOFTWARE AND ASSOCIATED CONTENT BY AN UNAUTHORIZED USER, AND/OR ANY USE THEREOF BY AN AUTHORIZED LICENSEE THAT VIOLATES, BREACHES, OR FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT SET FORTH BELOW, MAY CONSTITUTE BREACH OF CONTRACT AND/OR COPYRIGHT INFRINGEMENT IN VIOLATION OF U.S. AND INTERNATIONAL LAWS.

IMPORTANT- YOU MUST READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT AND THE [PRIVACY POLICY](#) SET FORTH BELOW BEFORE YOU CAN ACCESS OR USE THIS SOFTWARE AND THE ASSOCIATED CONTENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT AND THE [PRIVACY POLICY](#), YOU MUST NOT ACCESS OR USE THIS SOFTWARE OR THE ASSOCIATED CONTENT.

BY CLICKING ON THE "I ACCEPT" BOX BELOW OR BY ACCESSING OR OTHERWISE USING THIS SOFTWARE OR ASSOCIATED CONTENT, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THE END-USER LICENSE AGREEMENT AND THE [PRIVACY POLICY](#) BELOW.

YOU MUST CAREFULLY READ THE [PRIVACY POLICY](#) WHICH EXPLAINS WHAT INFORMATION MAY BE COLLECTED IN CONNECTION WITH YOUR USE OF THIS

SOFTWARE AND CONTENT AND HOW ILLUMINATE MAY USE AND DISCLOSE SUCH INFORMATION.

BY CLICKING ON THE "I ACCEPT" BOX BELOW, OR BY ACCESSING OR OTHERWISE USING THIS SOFTWARE OR THE ASSOCIATED CONTENT, YOU UNDERSTAND THAT YOU HAVE ENTERED INTO A BINDING LEGAL CONTRACT WITH ILLUMINATE GOVERNING YOUR USE OF THE SOFTWARE AND SUCH CONTENT. YOU FURTHER UNDERSTAND THAT THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT DEFINE YOUR LIMITED RIGHTS TO USE THE SOFTWARE AND CONTENT AND IMPOSE IMPORTANT OBLIGATIONS AND RESPONSIBILITIES UPON YOU. YOU AGREE TO COMPLY WITH, AND BE BOUND BY, THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT. YOU ALSO AGREE TO BE BOUND BY THE TERMS OF THE PRIVACY POLICY AND CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF YOUR INFORMATION AS DESCRIBED IN THE PRIVACY POLICY.

ILLUMINATE EDUCATION, INC. END-USER LICENSE AGREEMENT

ILLUMINATE EDUCATION, INC., a Delaware corporation ("ILLUMINATE"), agrees to license to you, an individual resident of the United States ("User"), the software and content defined and described below subject to and only upon (1) User's acceptance of all of the terms and conditions of this End-User License Agreement (this "Agreement"), by clicking the "I Accept" box below or by accessing or using the Software or any Content; and (2) User's full and timely payment of all applicable charges and fees, if any.

1. Definitions. In addition to capitalized terms defined parenthetically within specific sections of this Agreement as used throughout this Agreement, the following capitalized terms shall have the following meanings:

a. **Content.** "Content" means all content and materials provided by ILLUMINATE, including all courses, curricula, modules, case studies, tests, text, images, graphics, artwork, audio and sound recordings, videos, and other educational and learning materials, that (i) can be accessed, viewed, downloaded, or printed by User using the Software; and/or (ii) have been posted, displayed, or otherwise made available by ILLUMINATE to be viewed or accessed by User using the Software.

b. **Effective Date** means the date upon which User first accepts the terms of this Agreement by clicking the "I Accept" box below or by accessing or otherwise using the Software or the Content.

c. Software means the proprietary web-based computer system owned by ILLUMINATE with functionality that is designed to provide individual end-users with access to content and provide training and education in certain, limited topics and areas relating to the arts and humanities. User access to the Software shall be provided through a web interface to be provided by ILLUMINATE at a URL designated by ILLUMINATE (the "Website"). As used in this Agreement, the term "Software" includes all modifications, enhancements, upgrades and new versions of the Software hereafter released or made available to User by ILLUMINATE.

d. Documentation means any instructions, product data and documentation relating to the Software or the Content which is (i) provided by ILLUMINATE to User; (ii) posted at the Website from time to time; or (iii) otherwise made available to User by ILLUMINATE.

e. Intellectual Property means (i) all inventions or discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all works, including without limitation software code, that may be the subject of copyright protection, all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulae, methodologies, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, mailing lists, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all computer software (including data and related documentation); (vi) all know-how; (vii) other proprietary rights; (viii) all statutory protection obtained or obtainable on any of the foregoing; (ix) all claims or causes of action arising out of or relating to infringement or misappropriation of any of the foregoing; and (x) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

2. License

a. Grant. Subject to the terms of this Agreement, ILLUMINATE grants User a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license to access and use solely for the User's personal education and training purposes: (i) the Software; and (ii) the Content.

b. Downloading and Copying. User may download one (1) copy of any Content to a personal portable media device of User (each, a "Portable Device") if such Content is designated by ILLUMINATE as suitable for download to a Portable Device and User's Portable Device is designated as appropriate by ILLUMINATE to play Content. User may also print one (1) copy of each item of Content. All Content that User copies or downloads to a Portable Device shall be subject to the terms of this Agreement, including without limitation, the license set forth in Section 2(a), and shall only be used by User for User's personal education and training purposes.

c. Restrictions. User agrees that (i) User will access and use the Software and Content only in strict accordance with the terms and conditions of this Agreement and all Documentation; (ii) User shall not copy or reproduce any part of the Software, Documentation or Content, except as may be expressly authorized in this Agreement; (iii) User shall not distribute, rent, lease, sell, sublicense or publicly display any portion of the Software, the Documentation, or the Content; (iv) User shall not modify, adapt, recast or create derivative works of the Software or the Content; (v) User shall not use the Software or the Content for the commercial benefit of third parties, or in any other way other than for User's own personal purposes as described in Section 2(a) above; (vi) User shall not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Software; (vii) User shall not use the Software for commercial time-sharing, rental, or service bureau use, or train or allow third parties to use the Software; (viii) User shall only access and use Authorized Content (defined below); (ix) User shall not commit any act that restricts, prohibits, or inhibits any other person or entity, including any other licensee of ILLUMINATE, from accessing and using the Website, the Software, or the Content; and (x) User shall not attempt to access or use the Software or any of the Content by any means other than through the interface that is provided by ILLUMINATE or an approved Portable Device. The failure by User to comply with any of the foregoing provisions of this Section 2(c) shall constitute a material breach of this Agreement.

d. Transfer. User acknowledges and agrees that it shall not transfer or entrust to any third party any part of the Software, Documentation, Content, or any Intellectual Property associated therewith, or incorporated or embodied therein, except with the prior written consent of ILLUMINATE, which consent ILLUMINATE may withhold in its absolute discretion.

e. Rights Reserved. All licenses, rights, and interest, including all right, title and interest in and to the Software, Documentation, Content, and all Intellectual Property associated therewith, or incorporated or embodied therein, not specifically granted to User hereunder will be, and are specifically and entirely reserved to, ILLUMINATE and may be fully exploited by

ILLUMINATE without regard to the extent to such rights may be competitive with this Agreement or the rights granted hereunder.

f. Operating Requirements. The Software and the Content are designed to operate only on or with the hardware platforms, operating systems, Portable Devices and software identified in the Documentation or on the Website, as may be updated or modified from time to time (the "Operating Requirements"). It shall be the sole responsibility of User to purchase, lease, or license the Operating Requirements, and to ensure the proper functioning thereof. ILLUMINATE shall have no liability to User or any third party for any loss or damage that is the direct or indirect result of use of the Software or Content with any equipment, hardware, software, portable devices, or peripherals that are not expressly authorized by ILLUMINATE to be used with the Software and the Content, and/or that are not in proper working order. User shall indemnify, defend, protect and hold ILLUMINATE harmless against all damages, losses and expenses (including reasonable attorney's fees and court costs) that it may incur as a result of any claim, whether actual or threatened, brought by any third party that is based in whole or in part upon an allegation of a failure, error, or fault of the Software or the Content when used with any equipment, hardware, software, portable devices or peripherals unless ILLUMINATE had, prior to such use, approved in writing the use thereof, and all of the forgoing were in proper working order.

3. User Account; User Information; and User Submissions.

a. User Account. In order to access the site, User will be required to register and create an account with ILLUMINATE at the Website (a "User Account") and provide certain personally identifiable information as described in the Privacy Policy ("Registration Information"). User agrees to keep current, and promptly update, any Registration Information. By establishing a User Account or otherwise accessing and using the Software, User represents and warrants to ILLUMINATE that (i) User is over the age of eighteen (18) years; (ii) all Registration Information that may be provided by User is accurate and complete; and (iii) User is not prohibited or barred under any applicable law, statute, rule, regulation of ordinance from accessing or using the Software or the Website.

b. Login and Password. During the registration process, User shall be asked to select a unique Login ID and Password ("Log-In Information"). ILLUMINATE shall endeavor to assign to User such Log-In Information that User requests, provided that User complies with the requirements established by ILLUMINATE, but ILLUMINATE does not represent or warrant that such Log-In Information will be available for User's use. User shall secure and maintain the confidentiality of his/her Log-In Information and User shall be solely responsible for all acts and omissions taken by any party using User's Log-In Information. User shall immediately notify ILLUMINATE in the event of any known or suspected unauthorized use or disclosure of User's Log-In Information.

c. Suspension of Access. ILLUMINATE shall have the right, in its sole and absolute discretion, without notice, to temporarily or permanently suspend User's ability to access the Software and the Content if ILLUMINATE reasonably suspects or believes that (1) any of User's Registration Information is false, inaccurate, or misleading in any material respect; or (2) User's User Account has been accessed without User's authorization.

d. Authorized Content. User shall only access the modules and courses constituting Content that (i) User has been expressly authorized by ILLUMINATE to access and complete; and (ii) with respect to which User has paid all applicable fees, or, if applicable, with respect to which an Institution has paid all applicable fees under the relevant Institution License ("Authorized Content").

e. Privacy. The term "User Information" means (i) all Registration Information; (ii) all documents, information, materials, and content uploaded, posted, e-mailed, transmitted, distributed, submitted or otherwise made available by User via the Website or utilizing the Software and any Content, including without limitation, any postings by User in any forums or chat rooms accessible at the Website or utilizing the Software or any Content (collectively, "User Submissions"); and (iii) all data and information concerning User's use of the Software and the Content that may be collected or maintained by, or on behalf of, ILLUMINATE. User acknowledges and agrees that ILLUMINATE may use and disclose User Information in accordance with the Privacy Policy attached hereto as Exhibit 1, as may be amended by ILLUMINATE from time to time, the terms of which are incorporated herein by this reference (the "Privacy Policy"). User is advised to carefully review the Privacy Policy before disclosing any User Information and to review the Privacy Policy frequently for modifications and updates thereto.

f. User Submissions.

i. User shall be solely responsible for all User Submissions uploaded, posted, e-mailed, transmitted, reproduced, distributed, submitted or otherwise made available by User via the Website or utilizing the Software or the Content.

ii. User agrees, and represents and warrants to ILLUMINATE as follows: (1) no User Submission shall violate, misappropriate, or infringe the rights of any person or entity, including without limitation, any person or entity's trademark, patent, copyright, trade secret, intellectual property, statutory, proprietary, privacy, publicity, or contractual rights, or any other rights arising under the laws of any applicable jurisdiction (collectively, "Third Party Rights"); (2) no User

Submission shall violate, or be posted or transmitted by User in violation of, any applicable laws; (3) no User Submission shall be unlawful, harmful, or threatening, or libelous or defamatory of any person or entity; and (4) no User Submission shall contain any viruses, worms, trojan horses, or other codes, files, or programs that may damage or harm the computer software or hardware, telecommunications equipment, or business interests of any other person or entity, including any other licensee of ILLUMINATE.

iii. User hereby grants ILLUMINATE a transferable, sub-licensable, royalty-free, non-exclusive, world-wide right and license, to reproduce, publicly display, distribute, edit, modify, create derivative works and use all User Submissions in any manner whatsoever. User acknowledges and agrees that ILLUMINATE may, but shall have no obligation to, screen or monitor any User Submissions.

iv. User further acknowledge and agrees that ILLUMINATE, in its sole discretion, may, but shall have no obligation, to review, edit, modify and/or delete any User Submission that ILLUMINATE reasonably believes has been up-loaded, posted, e-mailed, transmitted, reproduced, distributed, or submitted by User in violation of this Agreement. ILLUMINATE shall have no liability to User for any use, misuse, loss, deletion, alteration, modification, reproduction, distribution or exploitation by any person or entity (including any other licensee of the Software and Content) of any User Submissions of User.

4. Ownership. User acknowledges and agrees that the Software, the Documentation and all Content, including all Intellectual Property and other proprietary rights associated therewith, or embodied or incorporated therein, are owned or licensed by ILLUMINATE, and that User has no rights therein or in any other Intellectual Property or Confidential Information of ILLUMINATE except for the limited rights expressly licensed to User in this Agreement. User shall not remove, alter, cover or obfuscate any copyright or other proprietary rights notice placed in or on the Software, Documentation, or Content, including without limitation, any notice in machine language or human readable form.

5. Support and Training. The Software may include general tutorials relating to the use of the Software or the completion of any courses or materials contained within the Content or Authorized Content. Except for such tutorials or other instructions provided at the Website, ILLUMINATE shall have no obligation to provide User with any instructions, support, guidance, training or maintenance relating to the Software and the Content, or User's use thereof. ILLUMINATE may, but shall have no obligation, to provide User with enhancements, upgrades, and/or new versions of the Software as the same are released by ILLUMINATE from time to time.

6. Fees. User shall, prior to User's use of the Software or any Content, pay ILLUMINATE, or ILLUMINATE 's authorized resellers or business partners, all fees that have been separately agreed by User and ILLUMINATE (or ILLUMINATE authorized resellers or business partners) in accordance with the terms of such agreement. If User is a student, employee or member of an academic institution, school district, company, or organization (an "Institution") that has acquired a license from ILLUMINATE or its authorized resellers or business partners that entitles User to access and use the Software and the Content (an "Institution License"), User may not be required to pay any separate fees, but User's right and license to access and use the Software and the Content shall be subject to the payment of all fees owed by the Institution under the Institution License and the compliance by the Institution of all terms and conditions of the Institution License.

7. Confidentiality. The Software, Documentation, Content, and all Intellectual Property associated therewith, or incorporated or embodied therein, together with any information designated as Confidential Information by ILLUMINATE, and any information that by its very nature, or under the circumstances of disclosure, is known by User to be, or should be reasonably understood to be, confidential that User learns or discovers, constitute proprietary confidential information owned solely by ILLUMINATE or its business partners (collectively, "Confidential Information"). User agrees that it will not, without the express prior written consent of ILLUMINATE (a) use any Confidential Information other than to access and use the Software and the Content as authorized by this Agreement; (b) disclose any Confidential Information to any third party; or (c) fail to use all commercially reasonable efforts to safeguard the Confidential Information from unauthorized use, copying, or disclosure. The obligations of this Section 7 shall survive the termination of this Agreement without limitation in duration.

8. Representations and Warranties.

a. Disclaimer of Warranties. USER'S ACCESS AND USE OF THE WEBSITE, THE SOFTWARE, AND ALL CONTENT IS AT USER'S SOLE RISK.

ILLUMINATE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION AND/OR THE CONTENT. ALL WARRANTIES RELATING TO THE SOFTWARE, THE SOFTWARE DOCUMENTATION AND THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. THE SOFTWARE AND THE CONTENT ARE PROVIDED AND LICENSED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND NON-INFRINGEMENT IS WITH USER. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH USER'S ENJOYMENT OF THE SOFTWARE AND THE CONTENT OR AGAINST INFRINGEMENT. ILLUMINATE DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE AT ALL TIMES UNINTERRUPTED OR ERROR-FREE, THAT THE CONTENT CAN BE ACCESSED BY USER AT ALL TIMES, OR THAT THE CONTENT WILL MEET ANY OR ALL OF USER'S NEEDS OR REQUIREMENTS.

USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONTENT IS NOT DESIGNED OR INTENDED TO MEET ALL OF USER'S TRAINING AND EDUCATIONAL NEEDS OR REQUIREMENTS, INCLUDING ANY TRAINING AND EDUCATION THAT IS REQUIRED UNDER APPLICABLE LAWS.

b. Representations and Warranties of User. User represents and warrants that (i) User is an individual who is resident in the United States; (ii) User will only use the Software and Content in accordance with the terms of this Agreement, and will not commit, directly or through others, any act expressly prohibited by the terms of Section 2(c) above, nor will it cause, permit or encourage any other person or entity to perform such acts; and (ii) it will use reasonable care to protect the security of its computers, networks, and Portable Devices against unauthorized or improper access, use, or dissemination of the Software and the Content.

c. No Consequential Damages. IN NO EVENT, SHALL ILLUMINATE, OR ITS OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDER, MEMBERS, EMPLOYEES, SUPPLIERS, CONTRACTORS, AFFILIATES, LICENSEES OR BUSINESS PARTNERS (EACH, A "ILLUMINATE PARTY") BE LIABLE TO USER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS) WHETHER BASED ON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY EVEN IF ILLUMINATE WAS ADVISED ABOUT THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

d. Limitation of Liability. IN NO EVENT SHALL ILLUMINATE OR ANY ILLUMINATE PARTY BE LIABLE TO USER FOR ANY INJURY, LOSS, OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF, OR RELATING TO, DIRECTLY OR INDIRECTLY, (A) USER'S ACCESS OR USE OF THE WEBSITE, THE SOFTWARE, OR ANY CONTENT; (B) THIS AGREEMENT; (C) THE DENIAL OR INTERRUPTION OF USER'S ACCESS TO THE WEBSITE OR THE SOFTWARE, OR USER'S INABILITY TO ACCESS OR USE THE SOFTWARE OR THE CONTENT; (D) ANY ACT OR OMISSION OF ANY THIRD PARTY USING THE WEBSITE, THE SOFTWARE OR ANY CONTENT; (E) THE TERMINATION OF USER'S RIGHT TO ACCESS THE WEBSITE, THE SOFTWARE AND/OR ANY CONTENT; AND (F) ANY OTHER MATTER, CIRCUMSTANCE, ACT, OR OMISSION, RELATING TO THE SOFTWARE OR THE CONTENT. THE FORGOING EXCLUSION APPLIES WITHOUT LIMITATION TO ALL LIABILITY FOR LOST PROFITS AND ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ILLUMINATE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF USER DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT OR IF USER SEEKS TO ASSERT ANY CLAIM AGAINST ILLUMINATE OR ANY ILLUMINATE PARTY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, USER'S ACCESS AND/OR USE OF THE WEBSITE, THE SOFTWARE, OR ANY CONTENT, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SOFTWARE AND THE CONTENT.

9. Indemnity; Attorney's Fees.

a. Indemnity by User. Attorney's Fees. User shall defend, protect, indemnify, and hold harmless ILLUMINATE and all ILLUMINATE Parties from and against any and all claims, causes of action, liability, damages, losses and expenses (including reasonable attorney's fees and court costs) suffered or incurred by ILLUMINATE, or a ILLUMINATE Party arising out of, or relating to (i) any breach by User of this Agreement, including without limitation, committing any act in violation of any of the provisions of Section 2(c) above; (ii) a breach of any of User's representations and warranties set forth in this Agreement; (iii) any User Submission uploaded, posted, e-mailed, transmitted, distributed, submitted, or otherwise made available by User via the Website or utilizing the Software or the Content; (iv) any allegation, demand, or claim that any User Submission defames, slanders, or is libelous of, any person or entity; (v) any allegation, demand, or claim that any User Submission violates, misappropriates or otherwise infringes any Third Party Rights; (vi) any intentional or unintentional violation by User of any applicable law; (vii) any violation by User of any Third Party Rights; and (viii) the negligence, gross negligence or willful misconduct of User. User further agrees to pay all of ILLUMINATE 's reasonable attorney's fees and costs incurred by ILLUMINATE in connection with any action or suit to enforce this Agreement or to obtain relief for any breach of this Agreement by User, including without limitation, the enforcement of the foregoing indemnity.

b. ILLUMINATE 's Option. If the Software, the Content, or any part thereof, may, in ILLUMINATE 's opinion, be likely to become, or actually becomes, the subject of an actual or threatened claim for infringement of the rights (including without limitation Intellectual Property or proprietary rights) of any third party, ILLUMINATE shall, at its sole expense and option, either (i) procure for User the right to continue using the Software or Content; or (ii) replace the Software or Content with non-infringing Software or Content, or modify the Software or Content so that it becomes non-infringing. If, in ILLUMINATE 's sole opinion, neither of these options is reasonably practical, ILLUMINATE may immediately terminate this Agreement by providing written notice of termination to User without penalty or liability to User. This Section 9(b) states ILLUMINATE 's entire obligation regarding infringement of third party rights or the like.

10. Term and Termination.

a. Term. This Agreement, and the terms of the license granted hereunder, shall commence on the Effective Date and shall continue until User's completion of the Authorized Courses unless this Agreement is terminated sooner as provided herein.

b. Termination by ILLUMINATE. ILLUMINATE may immediately terminate and cancel this Agreement if (i) User fails to pay any applicable fees when due or, if applicable, an Institution fails to pay the fees owed under the applicable Institution License; (ii) User breaches or violates any term of this Agreement, including without limitation, the provisions of Section 2(c) above; (iii) User attempts to assign this Agreement; (iv) if the applicable Institution requests that ILLUMINATE terminate this Agreement if User's right to access the Software and the Content is granted by ILLUMINATE pursuant to an Institution License; (v) required any applicable law or regulation; or (vi) User becomes insolvent, executes an assignment for the benefit of his/her creditors, voluntarily files a petition in bankruptcy or has a petition in bankruptcy filed against him/her. This Agreement shall automatically terminate upon the death of the User.

c. Rights and Duties Upon Termination. Upon the expiration or termination of this Agreement for any reason, User agrees to immediately cease any and all use of the Software, Documentation and Content, and to promptly destroy and/or return to ILLUMINATE all copies of the Software and Documentation on any computer, device, or any other media whatsoever, including without limitation any electronic, magnetic or other storage media and all Portable Devices. In addition, ILLUMINATE shall have the right, at any time, to take immediate possession of the Software and the Content and all copies wherever located without demand or notice. Further, User shall pay ILLUMINATE all fees, if any, owed and unpaid as of the date of expiration or termination of this Agreement. Termination of this Agreement may result in the removal and deletion of User's User Account, Registration Information and/or User Submissions. Neither ILLUMINATE nor any ILLUMINATE Party shall have any liability to User for any termination of this Agreement or User's rights to access or use the Software or any Content.

11. Provisions of General Application.

a. Consent to Receive Electronic Communications. User consents to receive Communications electronically from ILLUMINATE via the e-mail address designated by User in User's Registration Information or by the posting by ILLUMINATE of Communications on a section of the Website accessible by User. "Communications" are any notices, records, agreements or other guidelines, policies, or information relating to the Website, the Software, the Documentation and/or the Content, including any of the foregoing that ILLUMINATE may be required to provide to User under any applicable Law.

b. Assignment. User shall not assign this Agreement in whole or in part. Any purported assignment of this Agreement by User shall be void *ab initio*. ILLUMINATE may assign this Agreement at any time without notice to User.

c. Independent Parties. ILLUMINATE and User are independent parties. Nothing in this Agreement shall be construed to make one party an agent, employee, franchisee, joint venturer, partner or legal representative of the other party. Neither party has, nor shall it represent itself to have, any authority to bind the other party, or to act on its behalf.

d. Applicable Law and Forum. This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to the conflict of laws principles of any jurisdiction. Without limiting the foregoing provision, the parties agree that any Uniform Computer Information Transactions Act (UCITA), including, but not limited to the Virginia UCITA, is expressly excluded from this Agreement and that any and all terms contained in UCITA shall have no force or effect on any portion of this Agreement. Any claim arising out of, or relating to, this Agreement shall be commenced and maintained solely in a state or federal court of competent subject matter jurisdiction located in or serving Albemarle County, Virginia or the City of Charlottesville, Virginia. User consents to the personal jurisdiction of any such court.

e. No Waiver. The failure of ILLUMINATE to enforce any of the provisions hereof shall not be construed to be a waiver of the right of ILLUMINATE thereafter to enforce such provisions.

f. Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason, the other provisions shall continue to be effective and binding and this Agreement shall be construed as if the invalid or unenforceable provision were omitted.

g. Binding Nature. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

h. Survivability. The rights and obligations of both parties that expressly or by their nature would survive beyond the termination of this Agreement shall so survive, including without limitation, the provisions set forth in Sections 3, 4, 7, 8, 9, 10(c) and 11(d).

i. Export Restrictions. This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of America of the Software or information about the Software which may be imposed from time to time by the government of the United States of America. User shall not export the Software, Documentation, Content or information about the Software, Documentation and Content without consent of ILLUMINATE and compliance with all such laws, regulations, orders, or other restrictions.

j. Entire Agreement. This Agreement, together with the provisions of the Privacy Policy, contains the entire agreement of the parties hereto with respect to the subject matter hereof,

and supersedes any and all other agreements, either written or oral, between the parties, and all other communications between them relating to User's access and use of the Software and the Content.

Exhibit 1

PRIVACY POLICY

Illuminate Education, Inc.
Revised July 21, 2017

I. Your Privacy Rights Are Important To Us

The privacy of students, their parents and guardians, and visitors of this website is important to Illuminate Education, Inc. (“Illuminate”). This Privacy Policy is intended to answer your questions about the privacy practices applicable to our Website, www.illuminateed.com, as well as the data Illuminate maintains on behalf of teachers, administrators, school districts, counties, and other educational institutions (“Educational Organizations”) throughout the country.

Illuminate partners with Educational Organizations to provide tools to collect, organize, and analyze data about the students and education professionals in their school, charter management organization, county and/or district. Educational Organizations collect information about students and their guardians, teachers, and other individuals which is then stored and processed by Illuminate. In these situations, the Educational Organization rather than Illuminate decides the reasons information will be collected and processed. Illuminate’s privacy and data security practices regarding such information are governed by the contract entered into between Illuminate and the Education Organization and applicable law. For details regarding the information your Educational Organization collects, the use of such information, and any permissible disclosures to third-parties, please contact your Educational Organization directly. This Privacy Policy does not cover the practices of companies that Illuminate does not own or control, or individuals who Illuminate does not manage.

If you have any questions or concerns about this Privacy Policy, please Contact Us.

II. Information We Collect Directly from You

Information Collected from Our Website

Although you can visit our Website without telling us who you are, when you access our Website, our servers automatically gather information from your browser, such as your IP Address. Your IP address is a unique number assigned to your computer or device by your Internet Service Provider (ISP). Collecting IP addresses is a standard practice and is generally done automatically. Our servers may also track additional information, including but not limited to the pages of our Website that you visit or the services you use, the browser you are using, the operating system of your computer or mobile device, and the way you interact with our services.

Illuminate may, from time to time, use a third-party service, such as Google Analytics, to collect and analyze this type of visitor data. We use this information for a number of purposes, including calculating usage levels, diagnosing server issues, improving our Website and services to better accommodate user patterns, and detecting and diminishing security threats.

Cookies and Web Beacons

We also use other automated collection tools, such as “cookies” and “web beacons”, to gather information from you and your computer while you are visiting our Website. A cookie is a small file stored on your computer that lets us know whether you’ve visited our Website or accessed our services before as well as your navigation experience during your visit. Our cookies do not contain or capture personal information. We use cookies to facilitate your access to our services, to enhance your experience, to increase security, and to recognize your computer or device. Cookies allow us to collect statistical information about the usage of our services and Website to improve functionality and design. Most browsers automatically accept cookies, but you can usually adjust your browser’s settings to decline cookies or otherwise modify your browser’s interactions with cookies. If you choose to disable cookies, it is possible that some of our services’ features may not function properly.

On our public-facing webpages, including this one, we collect anonymous usage data to help us understand how visitors interact with our site. If you contact us through a webform, we may link this information to you personally.

cookie	use	type	privacy information	persistence
_gat	Anonymous usage data for Google Analytics. Used to throttle request rate.	third-party	Google Analytics Cookie Usage	1 minute
_ga	Anonymous usage data for Google Analytics. Used to identify individual users anonymously.	third-party	Google Analytics Cookie Usage	2 years
_gid	Anonymous usage data for Google Analytics. Used to identify individual	third-party	Google Analytics Cookie Usage	24 hours

	users anonymously.			
visitor_id*	Used to identify individual users and their site navigation anonymously, unless you personally use a form on our site to contact us.	third-party	Pardot Privacy Policy	10 years
s-9da4	Used to understand geolocation, from which we can better customize the public pages. Anonymous unless you personally use a form on our site to contact us.	third-party	Terminus Privacy Policy	1 month
d-a8e6	Used to understand geolocation, from which we can better customize the public pages. Anonymous unless you personally use a form on our site to contact us.	third-party	Terminus Privacy Policy	1 month
Facebook web beacon (pixel)	This enables us to measure the effectiveness of Facebook ads for statistical and market research purposes. The data collected in this way is anonymous to us, i.e. we do not see the personal data of individual users. However, these data are stored and processed by Facebook and if you have a Facebook account, they may use it to	third-party	Facebook Data Policy	One time

	understand your activity.			
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Credentialed Site

Districts who utilize our software will have a dedicated web domain. We do not store or share any information outside the scope necessary for the function of the application. Cookie and third-party data sharing information is listed below.

Cookies

Illuminate Education uses cookies to collect anonymous usage data to help improve our product, plus encrypted session data which allows our application to know who you are and respond appropriately.

cookie	use	type	privacy information	persistence
_gat	Anonymous usage data for Google Analytics. Used to throttle request rate.	third-party	Google Analytics Cookie Usage	1 minute
_ga	Anonymous usage data for Google Analytics. Used to identify individual users anonymously.	third-party	Google Analytics Cookie Usage	2 years
_gid	Anonymous usage data for Google Analytics. Used to identify individual users anonymously.	third-party	Google Analytics Cookie Usage	24 hours
pendo*	Anonymous usage data for Pendo Analytics. Helps us understand what features and pages are used most, including user workflows.	third-party	Pendo Privacy & Trust	100 days
__cfduid	Set by the CloudFlare service to identify trusted web traffic and decrease load	third-party	Illuminate Education's Privacy Policy	20 weeks

	time. Does not correspond to any individual user.			
atd_rl	Used to throttle request rates.	internal	Illuminate Education's Privacy Policy	Current session
live_*	Session cookie. Keeps you logged in.	internal	Illuminate Education's Privacy Policy	Current session
ied_auth_token	Allows users to be authorized to different portions of our application after log in.	internal	Illuminate Education's Privacy Policy	Current session
*	Remaining cookies are utilized to assist with a delightful user experience. For instance, these cookies may remember how you sort certain tables, the level of zoom you choose, or the current step you are on during the creation of an assessment.	internal	Illuminate Education's Privacy Policy	Current session

Third-Party Data Sharing

The following third-party software helps us collect anonymous usage data to help improve our product. Additional third-party software, including other applications that interact with Illuminate Education, are utilized when there is direct request from the customer.

third-party	use	privacy information
Google Analytics	We send Google Analytics anonymized data to help us understand what features and pages are used most, including user workflows.	Google Analytics Cookie Usage
Pendo	We send Pendo anonymized data to help us understand what features and pages are used most, including user workflows.	Pendo Privacy & Trust

NewRelic	We send NewRelic anonymized data to help monitor server health.	New Relic Data Security
Pusher	We send anonymized event messages through Pusher for our Live Proctoring product.	Pusher Data Protection
SwiftReach	We send text messages, voice calls and emails initiated by teachers and administrators via the SwiftReach texting service.	SwiftReach Privacy Policy
<i>User-initiated</i>	Additional third-party software, including other applications that interact with Illuminate Education, are utilized when there is direct request from the customer.	

Email Marketing

Email marketing sent by Illuminate may contain web beacons and other similar technologies to track the response rate to such communications. Web beacons (also known as pixel gifs, pixel tags, clear gifs, third-party pixels, or targeting pixels) are small graphics with a unique piece of identifying code, similar to a cookie, used to track the online movements of a web user or to access previously set cookies. These tools are used in email communications to determine whether messages have been opened or otherwise acted upon.

Do Not Track

Our services and Website do not respond to your browser’s “do-not-track” signals or comparable mechanisms.

Correspondence Received by Illuminate

Individuals may correspond directly with Illuminate through our “Contact Us” link or through other supplied contact information. Any personal information submitted through such channels will be used only to respond to such communications.

Children under the Age of Thirteen

Illuminate does not knowingly collect information about children under the age of thirteen through this marketing website. Student information for our credentialed district applications store and collect data as noted in section III below.

III. Information We Store On Behalf Of Educational Organizations

Illuminate and the services it provides to Educational Organizations comply with applicable provisions of law, including the Family Educational Rights and Privacy Act (“FERPA”) and equivalent state laws.

Student and Teacher Information

Your Educational Organization uses Illuminate’s services to assist with the administration of school-related activities and to provide a streamlined way to collect, organize, access, and report your information for educational purposes. These uses are specific to each Educational Organization and are governed by the contract between Illuminate and your Educational Organization.

The data your Educational Organization stores on Illuminate’s systems may include the following information about students and their guardians:

- Demographic information including name, mailing address, email address, and date of birth;
- Student education records including your student’s grades, class enrollment, and behavioral records;
- Health-related information including your student’s immunizations and vision and hearing screening results;
- System usernames and passwords.

In addition to student/guardian information, Illuminate also stores data provided by Educational Organizations related to teachers and other school employees, such as:

- Demographic information including the individual’s name, address, email address, and date of birth;
- The individual’s ethnicity;
- Credentials obtained and the granting institution;
- Information about the individual’s employment with the Educational Organization;
- System usernames and passwords.

Your Educational Institution determines the information collected, maintained, and processed using Illuminate’s services. If you have any questions regarding the collection, storage, and use of the information your Educational Institution shares with Illuminate, please contact your Educational Institution directly.

Disclosure to Third Parties

The disclosure of information stored on behalf of Educational Organizations is governed by the contract between Illuminate and each individual Educational Organization. Except for the ways outlined in this Privacy Policy, we will not disclose the information described in this section to any third party unless we believe that such action is necessary to (a) comply with a court order or other legal process served on us or assist government enforcement agencies; (b) investigate or prevent suspected illegal activities or protect the security and integrity of Illuminate Education, Inc.; (c) enforce this Privacy Policy, our Terms of Service, or other binding agreements such as the contract between Illuminate and your Educational Organization; (d) take precautions against

liability, investigate or defend against any third-party claims or allegations; or (e) exercise or protect the rights, property, or personal safety of Illuminate Education, Inc., its employees, customers, or others.

Illuminate only shares information in the ways described in this Privacy Policy. We never sell student records or other user information to third parties. Illuminate stores such information in locations outside its facilities, such as on servers co-located with third-party hosting providers or with secure cloud-storage services.

As we grow, we may buy or sell assets or business divisions. Generally, the information stored on our systems would be transferred in such a transaction. We may also transfer or assign such information in the course of business combinations, including but not limited to mergers, divestitures, or dissolution. In the event of such a transaction, any successor entity that acquires your information will continue to be subject to the terms and conditions of this Privacy Policy.

Review or Deletion of Records Maintained by Illuminate

Parents, legal guardians, or students who have reached 18 years of age may review the student's education records and correct erroneous information. To review or update your information to ensure its accuracy or to correct any errors and omissions, please contact your Educational Organization directly.

Requests sent to Illuminate seeking a copy of such records, or demanding that Illuminate modify or delete any records that it maintains will be forwarded directly to the appropriate Educational Organization. Please note that even when records are modified or deleted from Illuminate's active databases, copies may remain in data backups as necessary to comply with business or regulatory requirements.

IV. How We Protect Your Information

Whether collected directly from our Website or maintained on behalf of your Educational Organization, protecting the privacy of your information is important to us. We take security measures—physical, electronic, and procedural—to help defend against the unauthorized access and disclosure of your information. In addition to the restrictions discussed in this Privacy Policy, our employees are required to comply with information security safeguards, and our systems are protected by technological measures to help prevent unauthorized individuals from gaining access. The specific measures Illuminate takes to secure your information are defined by the contract between Illuminate and your Educational Organization. These measures meet or exceed the requirements of applicable federal and state law. Illuminate's employees are trained to observe and comply with applicable federal and state privacy laws in the handling, processing, and storage of your information.

Despite these precautions, no system can be completely secure and there remains a risk that unauthorized access or use, hardware or software failure, human error, or a number of other factors may compromise the security of your information.

Information stored by Illuminate on behalf of Educational Organizations is retained for educational purposes, and ultimately disposed of, pursuant to the contract between Illuminate and the Educational Organization.

V. Updates to this Privacy Policy

We may update or modify this Privacy Policy to reflect changes in the way Illuminate maintains, uses, shares, or secures your information. Please check this policy each time you visit the Website or interact with our systems to ensure that you are aware of any revisions. Any changes to this Privacy Policy will become effective when we post the revised Policy to our Website. Your use of the Website or any Illuminate systems following these changes means that you accept the revised Privacy Policy and agree to be bound by its terms and conditions.

How to Contact Us

If you have questions about this Privacy Policy, please contact us by email, telephone, or postal mail:

Email: help@illuminateED.com

Phone: 949-242-0343

Address: 6531 Irvine Center Drive
Suite 100
Irvine, CA 92618