

RENAISSANCE®

Terms of Service and License - Korea

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in **Schedule 1**.
2. **License to Applications and Hosting Services**
 - 2.1 Grant of License. Subject to Licensee's compliance with the terms and conditions of the Agreement, Licensor grants Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the Subscription Period, to access and use the Applications and Content provided therein in accordance with Section 2.3 below (the "**License**").
 - 2.2 Hosting Services. Licensor and its licensors provides Licensee with remote access to the Applications via the Internet (the "**Hosting Services**") for the Licensed Sites. Nothing in this Section 2.2 shall be construed as granting Licensee any additional rights to any Application or as modifying the License.
 - 2.3 Authorized Use.
 - a. Student Capacity. The number of students permitted to use the Applications at any Licensed Site is limited to the Student Capacity set forth herein. Circumventing the Student Capacity by any means is a material breach of the Agreement and may result in immediate termination of the Agreement by Licensor. Student Capacity is allocated when a Licensee student first logs in and performs any activity or when any activity is first assigned to such student. Unused Student Capacity is non-refundable and expires at the end of the applicable Subscription Period. Additional Student Capacity may be purchased by contacting Licensor and placing an order for the desired incremental capacity amount.
 - b. Location. Except as set forth in this Section 2.3(b), the Applications can only be accessed and used by Authorized Users at the Licensed Site. Licensee shall not make the Applications available in whole or in part in any networked or time-sharing environment extending beyond the Licensed Site. Notwithstanding anything to the contrary in this Section 2.3(b), the following is permitted for an Authorized User subject to the terms and conditions contained in the Agreement: (i) teacher and administrator access to the management feature of the Applications via the Internet is permitted from outside a Licensed Site and (ii) student and Parent access to the Home Connect feature of the Applications via Internet is permitted from such student or Parent's home using a computer owned or leased by such student or Parent. Licensee shall also only make available the student portion of the Applications to students enrolled in a regular course of study at a Licensed Site.
 - c. Access. Licensor shall provide Licensee access to the Applications by the Subscription Period Start Date. Access rights granted to Licensee shall be limited to those access rights necessary to use the intended functionality of the Applications. Licensor reserves the right to restrict or prevent access:
 - i. to any and all functions that access critical server or system resources;
 - ii. to activities that directly modify the Applications' directories or database;
 - iii. to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form or programming or vandalism; or
 - iv. activities that violate the Acceptable Use Guidelines.
 - d. Acceptable Use Guidelines. Licensee shall, and shall cause its Authorized User to, comply with the Acceptable Use Guidelines.
 - e. Support. Licensee acknowledges that any services, support or maintenance for the

Application is the responsibility of Licensor, and not of its licensors.

2.4 Account Set Up.

- a. Licensor shall create an administrator account to enable Licensee's administrator access the Applications and provide Licensee with the identification number, password, encryption key, or other access codes to access the administrator account (the "**Admin Login Information**").
- b. Licensor shall assist Licensee with loading the Licensee Data and creating user names and passwords for each Authorized User to use the Applications (the "**Onboarding Services**"). Any use of the Applications through the Admin Login Information or any other accounts created by Licensee (collectively, the "**Login Information**") will be considered use by the Licensee. Licensee agrees not to sell, transfer, or assign its Login Information or allow others to use it except Authorized Users as authorized herein. Licensee agrees to immediately notify Licensor of any unauthorized use of its Login Information or any other breach of security or confidentiality thereof, and in such event Licensor shall have the right, without limitation of any other rights under the Agreement, at law or in equity, to terminate the Agreement and/or take any steps necessary to prevent the unauthorized use.
- c. Licensee hereby acknowledges that the Applications are intended for academic practice and assessment only and that the Applications are not intended for the storage or use of any data not related to such purpose including, without limitation, government identification numbers, financial account numbers, health information, behavioral records, disciplinary records, driver's license, passport or visa number or credit card data ("**Prohibited Data**"). Licensee agrees to not input any Prohibited Data into the Application.

2.5 System Requirements. Licensee is aware of and shall comply with the system requirements set forth at <http://www.renaissance.com/system-requirements/>.

2.6 Third Party Services. The Applications and Hosting Services may operate using third party applications and services ("**Third Party Services**"). Licensor and its licensors are not responsible for the operation or functionality of such Third Party Services. While the Applications and Hosting Services may operate with Third Party Services, Licensor and its licensors cannot and does not guarantee that such Third Party Services will operate correctly and Licensor and its licensors do not endorse the Third Party Services.

2.7 Maintenance. All updates and maintenance releases that are deployed shall be deemed subject to all applicable terms and conditions in the Agreement. Licensee does not have any right hereunder to receive any new versions of the Applications.

3. **Fees**

Licensee shall pay Licensor the fees in the amounts specified in the Agreement (the "**Fees**"). Licensee shall pay the Fees within 30 days of Licensor's invoice. Notwithstanding any language to the contrary contained therein, no terms or conditions stated in a Licensee purchase order or in any other Licensee order documentation shall be incorporated into or form any part of the Agreement and all such terms and conditions shall be null and void. Failure to pay the Fees in accordance with the Agreement shall constitute a material breach by Licensee.

4. **Term; Termination; Effect of Termination**

4.1 Term. The Agreement shall be effective as of the Effective Date and continue until the end of the Subscription Period (the "**Term**").

4.2 Termination.

a. Termination for Convenience. Licensee may terminate the Agreement within 30 days of the start date of the Subscription Period by providing Licensor with written notice.

b. Termination for Breach. Either party may terminate the Agreement by written notice (a) immediately upon material breach by the other party if such breach cannot be remedied, or (b) if the other party fails to cure any material remediable breach within 30 days of receipt of written notice.

- c. Termination for Bankruptcy. Either party may terminate the Agreement immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party's assets; or (d) an assignment for the benefit of creditors.

4.3 Effect of Expiration or Termination; Survival.

- a. Access. Upon expiration or termination of the Agreement for any reason, Licensee access to the Applications and Hosting Services will be discontinued upon the effective date of expiration or termination. Licensee agrees to, and direct its Authorized Users to, cease access of the Applications and Hosting Services and will remove, and direct its Authorized Users to, remove any Applications components installed on any computers. Licensee shall also return or destroy all materials provided to Licensee under the Agreement, including any Content, within 30 days of termination or expiration of the Agreement
- b. Refunds.
 - i. If Licensee terminates the Agreement pursuant to Section 4.2(a), Licensee shall be entitled to a refund on all Fees.
 - i. If Licensee terminates the Agreement pursuant to Section 4.2(b) or (c) above, Licensee shall be entitled to a refund equal to a prorated amount of the Fees from the date of termination through the end of the Subscription Period.
 - ii. If the Agreement terminates for any other reason, Licensee shall not be entitled to any refund.
- b. Survival. Those provisions that naturally survive termination or expiration of the Agreement shall survive such termination or expiration, including, but not limited to, Sections 5-9 and Section 11.

5. Intellectual Property Rights; Ownership

- 5.1 No Transfer of Ownership. Licensee acknowledges that all Intellectual Property Rights in the Marks, Applications, Hosting Services and Content as well as any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Applications, Hosting Services or Content whether made by Licensor or any third party, are owned and retained by Licensor's relevant licensors. By virtue of the Agreement, no ownership of any Intellectual Rights relating to the Marks, Applications, Content, Hosting Services or other information or material provided to Licensee is assigned or transferred to Licensee and such Intellectual Property Rights are protected by U.S. and international copyright and other intellectual property laws.

- 5.2 No Implied Grants. Except as explicitly granted under the Agreement, no other right, license, release, covenant not to sue or other rights or immunities, express or implied, by estoppels or otherwise are granted to any part of the Applications, Content, Hosting Services or Marks.

- 5.3 Licensor Data. Licensor's licensors collect data and information regarding use of the Applications, Content and Hosting Services related to the operation of the Applications and Hosting Services ("**Licensor Data**"). The Licensor Data is aggregate in form and does not capture Personally Identifiable Information. Licensee acknowledges and agrees that the Licensor Data is the sole and exclusive property of the applicable licensor that collects it and such licensor shall be allowed to use, reproduce, adapt, combine with other data, edit, re-format, generate, store, disclose, and exploit any and all Licensor Data for any lawful purpose.

- 5.4 Feedback. Licensee (a) shall provide Licensor with information concerning errors, problems, complaints and other matters related to the Applications, Content and the Services and (b) may provide Licensee's feedback and/or suggestions for improvements to the Applications, Content and Services (collectively, "**Feedback**"). Licensee acknowledges and agrees that (a) Licensee shall not retain, acquire or assert any Intellectual Property Right or other right, title or interest in or to the Feedback; (b) Feedback does not contain Confidential Information or proprietary information of Licensee or any third party; and (c) Licensor is under no obligation of confidentiality with respect

to the Feedback. In view of the foregoing, Licensee grants Licensor an exclusive, transferable, irrevocable, free-of-charge, sublicensable and perpetual right to use Feedback in any manner and for any purpose.

6. Confidential Information and Use of Content

6.1 General Obligations. Except as expressly and unambiguously allowed herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such Party employs to protect its own confidential or proprietary information.

6.2 Permitted Disclosure. Each Party may disclose Confidential Information to its Affiliates and their respective employees and authorized contractors only to the extent necessary to fulfill such party's obligations under the Agreement, provided that those employees and authorized contractors are bound to confidentiality, ownership and privacy obligations at least as restrictive as those set forth herein.

6.3 Exceptions to Confidential Information. The Receiving Party will not be obligated under this Section 6 with respect to information the Receiving Party can document:

- a. is or has become readily publicly available without restriction through no fault of the Receiving Party or its employees or agents;
- b. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information;
- c. was rightfully in the possession of the Receiving Party prior to its disclosure by the other Party; or
- d. was independently developed by employees of the Receiving Party without access to Disclosing Party's Confidential Information.

6.4 Permissible Uses; Restrictions. Notwithstanding the foregoing, Confidential Information may be disclosed by the Receiving Party pursuant to a judicial order, governmental regulation, regulatory authority or statutory requirement, provided that

the Receiving Party, subject to what is permitted under the applicable law or regulation, either (a) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (b) obtains, if possible, a written assurance from the competent judicial, regulatory or governmental entity that it will afford the Confidential Information the highest level of protection afforded under the applicable law or regulation. Disclosure under this paragraph shall not relieve the Receiving Party of its obligations of confidentiality generally under the Agreement.

6.5 Destruction. Upon the expiration or earlier termination of the Agreement, each Party shall immediately, at its own expense, deliver to the Disclosing Party or, if and to the extent requested by the Disclosing Party in writing, destroy all of the Disclosing Party's Confidential Information, and any and all copies or extracts thereof, provided, however, Receiving Party shall be allowed to maintain copies of Confidential Information pursuant to its backup or archival policies or procedures, which copies will remain subject to the confidentiality obligations set forth herein and Renaissance shall be able to retain Non-Personally Identifiable Information of Licensee as set forth in the Privacy Policy. Notwithstanding the foregoing, Renaissance may need up to 90 days to destroy all applicable Licensee Data.

7. Licensee Data and Personally Identifiable Information.

7.1 Privacy Laws. Each Party acknowledges that it is responsible for complying with all applicable federal, state, local, municipal, and foreign laws and regulations applicable to privacy, Personally Identifiable Information or Licensee Data (collectively, the "**Privacy Laws**"). In the event of conflict or uncertainty interpreting the Privacy Laws, a party will resolve the uncertainty or conflict in favor of prohibiting the disclosure of information.

7.2 Licensee.

a. Compliance. Licensee shall comply with all applicable Privacy Laws. Licensee acknowledges and agrees that the collection, input, use, retention, disposal, and disclosure of any Licensee Data, including Personally Identifiable Information submitted via the

Applications to the Hosting Services are controlled by Licensor and Renaissance, and Licensee, on behalf of Licensor, is responsible for providing any necessary notices and obtaining all necessary consents to collect, use, disclose and submit the Licensee Data, including Personally Identifiable Information via the Applications or Hosting Services for Renaissance to use to fulfill its obligations under the Agreement. Without limiting the foregoing, Licensee agrees, to the extent necessary for use of the Applications and Hosting Services, to provide direct notice of the Privacy Policy to Parents of children under the age of 14 and to obtain the requisite Parental consent, as a condition of using the Hosting Services and Applications.

b. Ownership. Licensee Data, including Licensee Data that constitutes Personally Identifiable Information, is owned and directly managed by Licensor and Renaissance.

7.3 Licensor. Licensor shall comply with all applicable Privacy Laws.

7.4 Use of Licensee Data and Personally Identifiable Information. Each party acknowledges and agrees that Licensor and Renaissance will use the Licensee Data and any Personally Identifiable Information in accordance with the Agreement and the Privacy Policy. The Parties acknowledge the Privacy Policy may change from time to time and agree to abide by the Privacy Policy as modified.

7.5 Data Retention. Personally Identifiable Information in Licensee Data is removed from the Applications after the Licensee terminates its subscription to the Applications and Hosting Services. Licensee Data that does not include Personally Identifiable Information may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Privacy Policy. Data removed from the Applications will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Applications.

8. Limitation of Liability and Disclaimer of Warranties

8.1 Disclaimer of Limited Warranty. THE APPLICATIONS, HOSTING SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; LICENSOR AND ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS MAKE NO WARRANTY THAT THE APPLICATIONS, HOSTING SERVICES OR CONTENT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT DEFECTS IN APPLICATIONS, HOSTING SERVICES OR CONTENT WILL BE CORRECTED; AND; LICENSOR AND ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE APPLICATIONS, THE HOSTING SERVICES AND THE CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

8.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, regardless of the success or effectiveness of other remedies, in no event will Licensor or its licensors be liable for any special, incidental, indirect, consequential or exemplary damages whatsoever arising out of the Agreement or the use of or inability to use any product or service provided hereunder (including, without limitation, damages for lost information, lost revenues or profits or business interruption), however arising and under any theory of liability including, without limitation, breach of contract, breach of warranty, or tort (including negligence and strict liability) even if Licensor or its licensors have been advised of or should have known of the possibility of such damages. In no event will Licensor or its licensors be liable in damages or otherwise in excess of the amount paid to Licensor during the three-month period immediately preceding the claim, for the products or service on which the claim is based.

8.3 Economic Basis of Agreement. Licensee acknowledges and agrees that the disclaimer of warranties, limitations on liability and limited remedies contained in the Agreement are fundamental parts of the basis of the bargain

hereunder. Some jurisdictions do not permit the exclusion of certain types of damages or the disclaimer of certain implied warranties, so some of the foregoing may not be applicable. To the extent that any warranty may not be disclaimed, the scope and duration of such warranty shall be the minimum permitted under applicable law.

9. Miscellaneous

9.1 **Entire Agreement.** The Agreement, including the Privacy Policy, the Acceptable Use Guidelines and all exhibits and attachments attached hereto, constitutes the entire agreement between the parties and supersedes all previous and/or inconsistent agreements, negotiations, representations and promises, written and oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of the Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties.

9.2 **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. The parties agree to substitute for such provision a valid provision that most closely approximates the intent of the severed provision.

9.3 **Waiver.** A failure of any party to exercise any right given to it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, shall not constitute a waiver of the first party's right to exercise such a right, or to exact compliance with the terms hereof. Moreover, waiver by any party of a particular default by another party shall not be deemed a continuing waiver so as to impair the aggrieved Party's rights in respect to any subsequent default of the same or a different nature.

9.4 **Governing Law.** The Agreement shall be governed by the laws of Wisconsin without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of the Agreement shall be an appropriate court located in Wisconsin.

9.5 **Dispute Resolution.** If a dispute arises between the Parties relating to the interpretation or performance of the Agreement, the Parties agree

to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith, to negotiate a resolution of the dispute prior to pursuing other available remedies.

9.6 **Notices.** All notices required or permitted under the Agreement shall be in writing and shall be deemed delivered when (a) delivered in person, (b) deposited in the United States mail, postage prepaid, (c) via a recognized national delivery service, such as UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Order.

9.7 **Captions.** The captions that head certain Sections and paragraphs in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

9.8 **Assignment.** The rights and obligations of either Party under the Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other Party. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties.

9.9 **Relationship of the Parties.** The Parties are independent contractors and not joint venture partners or otherwise Affiliated. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.

9.10 **Limitation of Action.** Any action by Licensee in connection with the Agreement must be brought within two years after the cause of action arose or such longer period of time as required by applicable law.

9.11 **Duplicates, Originals, Counterparts.** The Agreement and any Exhibits thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

9.12 **Scanned Documents & Electronic Signatures.** Electronic signatures by duly authorized

signatories of the Parties are valid. Each Party may scan and electronically preserve the Agreement and all other documents related to the Agreement. All documents that have been scanned and stored by a Party are treated as original documents for all purposes.

- 9.13 **Export Law Assurances.** Licensee may not use or otherwise export the Applications except as authorized by U.S. law. In particular, but without limitation, the Applications may not be exported (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Applications, Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.
- 9.14 **Representations by Licensee.** By accepting the Agreement and/or by installing or using the Applications, Licensee hereby represents and warrants that all information provided by Licensee to Licensor and Renaissance during the registration process for the Applications is true and accurate in all material respects. Licensee further represents and warrants that Licensee has been duly authorized to enter into the Agreement for and on behalf of any person, company, or other entity specified during the initial registration process for the Applications. Should either of these representations prove false at any time, Licensor or Renaissance may, in Licensor's or Renaissance's sole discretion, immediately discontinue Licensee's access to and disable Licensee's use of the Applications without notice and without recourse by Licensee.
- 9.15 **Equitable Rights.** Each party acknowledges that a breach by a party of Section 5 (Intellectual Property

Rights; Ownership) or Section 6 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity, without the necessity of posting bond. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in the Agreement to the contrary.

- 9.16 **International.** The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any of the transactions that are contemplated by this License.
- 9.17 **Third Party Beneficiary.** The Products licensed to Licensee hereunder are licensed to Licensor by Renaissance Learning, Inc. ("Renaissance"). Renaissance is intended to be, and shall be treated as, a third party beneficiary of the Agreement to the extent necessary and/or appropriate to permit Renaissance to enforce the restrictions on copying, distribution, and use of the Products set forth herein and to otherwise protect Renaissance's Intellectual Property Rights.

SCHEDULE 1

Definitions

"Acceptable Use Guidelines" means the Acceptable Use Guidelines Agreement set forth at Schedule 2 which may be updated from time-to-time.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, control, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means the written agreement entered into between Licensor and Licensee pursuant to which Licensee is granted rights to access the Applications.

"Applications" means the commercial software products being provided to Licensee under the Agreement, including, in all cases, executable program modules thereof, as well as related documentation and computer readable media.

"Authorized User" means an employee of the Licensed Site (including administrators and teachers), a student enrolled at the Licensed Site or a Parent of such student.

"Confidential Information" means all business, technical, and financial information that one party ("**Receiving Party**") obtains from the other party ("**Disclosing Party**"). Confidential Information of Licensor and its licensors includes, but is not limited to, the Agreement, trade secrets, technology, information pertaining to business operations and strategies, information pertaining to pricing and marketing, and any technical information relative to the setup and security of the Application or Hosting Service including, but not limited to, Hosting Service Internet addresses, Login Information, Internet URL's, Virtual Private Network setup and encryption key information.

"Content" means all types of information including, without limitation, text, sound recordings, documentation, photographs, graphics, video, databases or any other compilations rendered by or accessible through the Applications.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, services marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including Applications), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Licensed Site" means the physical location of a single school which has purchased Student Capacity for the Applications and identified in the Agreement. Multiple schools in one building are each a separate Licensed Site and each must purchase a separate license.

"Licensee Data" means (a) any information or data that Licensee collects on individual Authorized Users on behalf of Licensor and Renaissance, including, without limitation, personal information (e.g., an Authorized User's name, age, gender, race, place of residence, and other directory information), enrollment information (e.g., the school a student attends, a student's current grade level and years of attendance, the number of days a student was absent), academic information (e.g., the courses a student completed, the test scores and grades a students earned, the academic requirements a student has fulfilled, and education records), and various other forms of data collected and used by such Licensee on behalf of Licensor and Renaissance; (b) any data or outputs, including, but not limited to assignments, assessment and quiz scores, generated from using the Applications (including data or outputs contain with reports generated by the Applications) and (c) Authorized User sign-on information.

"Licensor" means TIME Education Co. Ltd.

"Marks" mean trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

"Parent" means the legal guardian of a student.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental

authority, unincorporated organization, trust, association or other entity.

"Personally Identifiable Information" means information about an Authorized User that can be used on its own or with other information to identify, contact, or locate a single individual, including, but not limited to, the following:

- Any information that can be used to distinguish or trace an individual's identity such as full name, government identification number, date and place of birth, mother's maiden name, or biometric records;
- Any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information;
- Two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.

"Privacy Policy" means the Application and Hosting Privacy Policy set forth at

<https://corpdocs.rencentral.net/33/R60992.pdf> which may be updated from time-to-time by Renaissance in its sole discretion.

"Student Capacity" with respect to any Licensed Site, means the maximum number of Licensee students that are authorized to use the Applications during the Subscription Period as set forth in the Agreement.

"Subscription Period" means the time period set forth in Agreement during which Licensee has access to the Applications unless the Agreement is terminated earlier in accordance with the Agreement, then the time period shall end as of the date of termination.

Schedule 2

Acceptable Use Guidelines

1. Restrictions on Use of Applications. Except as the Agreement expressly permits, Licensee shall not, and shall not permit any other Person to:
 - 1.1 Do any act not permitted in accordance with the Agreement;
 - 1.2 copy the Applications or Content, in whole or in part;
 - 1.3 use the Content in conjunction with any other software or application other than the Applications or software and applications necessary to operate the Applications;
 - 1.4 capture or extract Content by any means not expressly granted hereunder, or using it for any purpose other than the designated requirements of the Applications;
 - 1.5 modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Applications or Content;
 - 1.6 rent, lease sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Applications or Content to any Person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
 - 1.7 reverse engineer, disassemble, decompile, decode or adapt the Applications, or otherwise attempt to derive or gain access to the source code of the Applications, in whole or in part;
 - 1.8 bypass or breach any security device or protection used for or contained in the Applications or Content;
 - 1.9 remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Content, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, or marks on or relating to any copy of the Applications or Content;
 - 1.10 use the Applications and Content in any manner or for any purpose that infringes, misappropriates or otherwise violates any right of any Person, or that violates any applicable law; and
 - 1.11 use the Applications for purposes of benchmarking or competitive analysis of the Applications or any other purpose that is to Licensor's detriment or commercial disadvantage.
2. Posting and Uploading. Licensee agrees to not, and shall not permit any other Person, to post, upload, publish, submit, email, or otherwise transmit or provide information or links to information that:
 - 2.1 is unlawful, harmful, threatening, abusive, harassing, invasive of another's privacy, tortious, defamatory, vulgar, excessively violent, obscene, pornographic, libelous, deceptive, inciting of unlawful action, hateful racially or ethnically, constitutes hate speech, or is otherwise discriminatory or objectionable;
 - 2.2 harasses another or harms another in any way;
 - 2.3 poses or creates a privacy or security risk to any person or entity;
 - 2.4 impersonates any person or entity or falsely states or otherwise misrepresents affiliation with a person or entity;
 - 2.5 promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 - 2.6 promotes illegal or harmful activities or substances;
 - 2.7 infringes, misappropriates, or violates Licensor's, its or a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - 2.8 violates, or encourages any conduct that would violate, any applicable local, state, national or international law or regulation or

- term of the Agreement or would give rise to civil liability;
- 2.9 is fraudulent, false, misleading or deceptive;
 - 2.10 advertises or offers to sell or buy any goods or services, including, but not limited to, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;
 - 2.11 violates any confidentiality or fiduciary obligations that you might have;
 - 2.12 contains the name, signature, photograph, or likeness of any person from whom you do not have the necessary consent or permission and such consent or permission is necessary;
 - 2.13 contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer, software or hardware or telecommunications equipment;
 - 2.14 interferes with or disrupts any Renaissance service or servers or networks connected to any such service; or
 - 2.15 uses any spider, robot, or other automated means of any kind to access Renaissance information.
3. Other Uses. Licensee agrees not to take any action or assist another Person to:
 - 3.1 probe, scan, or test the vulnerability of any Renaissance's systems or networks or breach any security or authentication measures;
 - 3.2 access, tamper with, or use non-public areas of the Applications or Hosting Services, Renaissance's computer systems, or the technical delivery systems of Renaissance's providers;
 - 3.3 avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Renaissance or any of Renaissance's providers or any other third party (including another user) to protect the integrity of the Applications or Hosting Services;
 - 3.4 use, display, mirror, or frame the Applications or Hosting Services;
 - 3.5 attempt to access or search the Applications or Hosting Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Renaissance or other generally available third party web browsers;
 - 3.6 send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
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