

Date: October 19, 2024

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Terms of Service

These Terms of Service apply to the SameGoal, Inc. ("SameGoal") web-based forms management platform.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. These Terms Of Service set forth the legally binding terms and conditions that govern your access to and use of the SERVICES (as defined below). By CLICKING "I ACCEPT" OR OTHERWISE accessing or using the SERVICES, you are accepting these Terms Of Service (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms Of Service (on behalf of yourself or the entity that you represent). You may not access or use the SERVICES or accept these Terms Of Service if you are not at least 18 years old. If you do not agree with all of the provisions of these Terms Of Service, do not access and/or use the SERVICES.

These Terms Of Service require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

1. Your relationship with SameGoal

1.1 Your use of SameGoal's products, software, services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and SameGoal. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 These Terms of Service, including the Service Level Agreement and the Data and Privacy Agreement, form a single legally binding agreement between you and SameGoal in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legally binding agreement is referred to below as the "Terms"

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by SameGoal in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that SameGoal will treat your use of the Services as acceptance of the Terms from that point onwards.

3. Provision of the Services by SameGoal

3.1 SameGoal has affiliated legal entities ("Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of SameGoal itself. You acknowledge and agree that Affiliates will be entitled to provide the Services to you, and to provide the Services, Affiliates may collect personal data or information applicable to the provision of those Services.

3.2 SameGoal is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services that SameGoal provides may change from time to time without prior notice to you.

3.3 As part of this continuing innovation, you acknowledge and agree that SameGoal may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at SameGoal's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform SameGoal when you stop using the Services.

3.4 You acknowledge and agree that if SameGoal disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content contained in your account.

4. Use of the Services by You

4.1 Subject to your agreement with and adherence to the terms and conditions of the Terms, SameGoal grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services. Further, you agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the applicable jurisdictions.

4.2 This Section 4 is qualified in its entirety and subject to Section 7 below.

4.3 You agree that you are solely responsible for (and that SameGoal has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which SameGoal may suffer) of any such breach.

5. Content in the Services

5.1 You agree that you are solely responsible for (and that SameGoal has no responsibility to you or to any third party for) any content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage that SameGoal may suffer) by doing so.

5.2 SameGoal may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content that may or may not be viewable by others. By the act of posting content, you grant SameGoal a nonexclusive, royalty-free, and fully sublicensable right to access, view, use, reproduce, modify, adapt, translate, distribute, copy, and display such content to authorized users in any form, media, or technology now known or hereafter developed. You also permit other authorized users to view, copy, access, store, or reproduce such content. SameGoal associates your account information with the actions you perform. You grant SameGoal the right to display that information to other authorized users. You represent and warrant that: (a) you own or otherwise control all of the rights to the content that you Post; (b) the content you Post is truthful and accurate; and (c) use of the content you Post does not violate these Terms or any applicable laws.

5.3 You acknowledge and agree that we may or may not, in our sole discretion, review content either before or during its appearance on the Site, but that we have no obligation to do so. You further acknowledge and agree that we reserve the right (but do not assume any obligation) in our sole discretion to reject, move, edit, or remove any content that is Posted to the Site. Without limiting the foregoing, You agree that we have the right, in our sole discretion, to remove any content that violates these Terms. You acknowledge and agree that we do not verify, adopt, ratify, or

sanction content, and you agree that you must evaluate and bear all risks associated with your use of content or your reliance on the accuracy, completeness, or usefulness of content.

5.4 You acknowledge and agree that any content you access or download, whether through this site or a third-party site, may be a copyrighted work owned by others, and is thus subject to applicable copyright laws.

6. Intellectual Property and Proprietary Rights

6.1 "Intellectual Property" shall mean, with respect to SameGoal (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures filed in any jurisdiction, together with all reissues, continuations, divisionals, continuations-in-part, revisions, extensions and reexaminations thereof; (b) all trademarks, service marks, trade dress and design marks (including, without limitation, domain names, uniform resource locators, logos and slogans), including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (c) all works of authorship and other copyrightable works and all copyrights subsisting under the applicable laws of any jurisdiction and all application, registrations and renewals in connection therewith; and (d) all trade secrets (including, without limitation, ideas, research and development, know-how, formulas, compositions, business practices, object code, source code, software, hardware, systems, techniques, tools, solutions, processes, procedures, methods, methodologies, applications, day-to-day business operations, technical data, designs, drawings, specifications, customer and vendor lists, pricing, cost and financial information, and business and marketing plans and proposals). For the avoidance of doubt, Intellectual Property includes any and all additions, modifications, derivative works and improvements thereto.

6.2 You acknowledge and agree that SameGoal is the sole owner of all right, title and interest in and to the Services and any and all Intellectual Property related thereto. SameGoal reserves all rights in and to any and all such Intellectual Property, and in the event that any such rights vest in you or any of your representatives, you hereby irrevocably and unconditionally assign, and shall cause all such representatives to irrevocably and unconditionally assign, to SameGoal all such rights. No right, license, or transfer of ownership of any Intellectual Property is granted or shall be granted by implication. All rights, licenses and transfers of ownership (if any) are granted only as expressly provided in the Terms.

6.3 Unless you have agreed otherwise in writing with SameGoal, nothing in the Terms gives you a right to use any of SameGoal's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

6.4 SameGoal acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under the Terms in or to any content that you submit, post, transmit or display on, or through, the Services. You agree that you are responsible for protecting and enforcing those rights and that SameGoal has no obligation to do so on your behalf.

6.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright, trademark and servicemark notices) which may be affixed to or contained within the Services or any Intellectual Property related thereto.

6.6 You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

7. Restrictions on Use

7.1 Except as explicitly authorized by the Terms or with SameGoal's prior written consent, you shall not (i) distribute, transmit, license, rent, sell, lease, transfer, assign, host or otherwise exploit, for commercial gain or otherwise, the

Services and any Intellectual Property related thereto, whether in whole or in part; (ii) modify, copy, reproduce, translate, create derivative works from, reverse engineer, decompile, disassemble or attempt in any way to reconstruct or discover the source code for the Services or any Intellectual Property related thereto; or (iii) access or use the Services to build a similar or competitive website, product, mobile application or service.

7.2 You agree to comply with any technical restrictions on the Services and any Intellectual Property related thereto that allow you to access or use the Services only in certain ways. Unless otherwise indicated, any future modification or other addition to the functionality of the Services shall be subject to the Terms.

7.3 You agree you will not remove any copyright or other proprietary notice on the Services or any Intellectual Property related thereto. You shall not use the Services to take any action, or assist others in taking any action, that (i) is unlawful, abusive, threatening, harmful, obscene, defamatory, libelous or fraudulent, (ii) violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights, (iii) victimizes, harasses, degrades or intimidates any individual or group of individuals, (iv) constitutes an attempt to impersonate any person or entity, (v) is intended to omit, delete, forge or misrepresent information, (vi) is intended to cloak the identity or contact information of you or others, (vii) infringes upon or misappropriates any intellectual property of any third party, (viii) interferes with or disrupts access to or use of the Services by SameGoal or others, (ix) results in the disclosure of confidential or insider information, (x) involves the use of any viruses or other programs intended to interfere with, intercept, scan or expropriate any system, data or personal information, or (y) remove, circumvent, disable, damage, or otherwise interfere with security-related features, or features that enforce limitations on use of the Site.

8. Ending your Relationship with SameGoal

8.1 The Terms will continue to apply until terminated by either you or SameGoal as set out below.

8.2 SameGoal may at any time, terminate its legal agreement with you if:

(A) You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) SameGoal is required to do so by law; or

(C) The partner with whom SameGoal offered the Services to you has terminated its relationship with SameGoal or ceased to offer the Services to you; or

(D) SameGoal is transitioning to no longer providing the Services to users in the state in which you are resident or from which you use the service; or

(E) The provision of the Services to you by SameGoal is, in SameGoal's opinion, no longer commercially viable.

8.3 Nothing in this Section shall affect SameGoal's rights regarding provision of Services.

8.4 When the Terms end, whether by termination, expiration, or otherwise, all of the legal rights, obligations and liabilities that you and SameGoal have benefited from or that are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions shall continue to apply to such rights, obligations and liabilities indefinitely.

9. Exclusion of Warranties

9.1 You understand and agree that SameGoal and its affiliates neither warrant nor represent that:

(A) Your use of the services will meet your requirements;

- (B) Your use of the services will be uninterrupted, timely, secure or free from error;
- (C) Any information obtained by you as a result of your use of services will be accurate or reliable; and
- (D) Any defects in the operation or functionality of any software provided to you as part of the services will be corrected.

9.2 Any material downloaded or otherwise obtained through the use of services is done at your own discretion and risk. You will be solely responsible for any damage done to your computer system or device or loss of data that results from the download of any such material.

9.3 Except as expressly provided in these Terms, SameGoal makes no warranties, and disclaims all warranties, oral or written, implied, or statutory, including in this disclaimer the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, along with any implied warranties that may arise from any course of dealing, or course of performance or usage in trade. No advice or information, whether oral or written, obtained by you from SameGoal or through or from the services shall create any warranty not expressly stated in these terms.

10. Release and Limitation of Liability

By accessing and using the Services, you agree not to sue or institute any cause of action or legal proceeding of any nature against SameGoal or any of its affiliates, or its or their respective officers, directors, employees, representatives, agents, licensors, licensees, successors and assigns (collectively the "Released Parties") for, and agree to release, acquit, forever discharge and compensate and hold harmless the Released Parties from and against, any and all costs, damages (actual, consequential, special, incidental, indirect, exemplary, punitive or otherwise), losses, liabilities, claims or expenses (including attorneys' fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "Damages"), to the extent allowed by applicable law, arising out of, relating to, or in any way connected with your access or use of the Services. **IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE IN CONNECTION WITH OR ARISING OUT OF THE TERMS OR ANY ACCESS TO OR USE OF THE SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA OR LOSS OF PROFITS, OR (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES, IN EACH CASE EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN NO EVENT SHALL LIABILITY OF ANY RELEASED PARTY IN CONNECTION WITH THE AGREEMENT OR ANY ACCESS TO OR USE OF THE SERVICES EXCEED THE FEES PAID BY THE APPLICABLE YOU TO SAMEGOAL UNDER THE TERMS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. SAMEGOAL SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND OUR REASONABLE CONTROL. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Other Content

11.1 The Services may include hyperlinks to other web sites or content or resources. SameGoal may have no control over any web sites or resources that are provided by companies or persons other than SameGoal.

11.2 You acknowledge and agree that SameGoal is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or

resources. SameGoal provides no representation or warranty for any product, service, or information provided by such external sites or resources and neither represents nor warrants accessibility or uptime of such external sites or resources.

11.3 You acknowledge and agree that SameGoal is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy, functionality, or existence of any advertising, products or other materials on, or available from, such web sites or resources.

12. Changes to the Terms

12.1 SameGoal may make changes to the "Terms of Service", "Service Level Agreement" and "Data and Privacy Agreement" from time to time. When these changes are made, SameGoal will provide 30 days advance notice and make an updated copy available to you from within, or through, the affected Services.

12.2 You understand and agree that if you use the Services after the date on which Terms have changed, SameGoal will treat your use as acceptance of the updated Terms.

13. General legal terms

13.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, that are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

13.2 The Terms constitute the whole legal agreement between you and SameGoal and govern your use of the Services, and completely replace any prior agreements between you and SameGoal in relation to the Services.

13.3 You agree that SameGoal may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

13.4 You agree that if SameGoal does not exercise or enforce any legal right or remedy that is contained in the Terms (or that SameGoal has the benefit of under any applicable law), this will not be taken to be a formal waiver of SameGoal's rights and that those rights or remedies will still be available to SameGoal.

13.5 If any provision of the Terms is held to be invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

13.6 The Terms, and your relationship with SameGoal under the Terms, shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. All disputes of any nature related to the Agreement shall be determined by final and binding arbitration in Santa Clara County, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and the arbitrator shall apply the laws applicable in the State of Delaware (without regard to the conflict of laws rules thereof). Judgment on the arbitral award may be entered in any court having jurisdiction thereof. The foregoing arbitration provisions shall not preclude either party from seeking an injunction or other provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the arbitral award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and reasonable attorneys' fees of the prevailing party, for payment by the non-prevailing party, and shall determine the prevailing party for this purpose. The parties further agree that (i) any claims brought by either party must be brought in such party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, and (ii) the arbitrator may not (x) consolidate more than one person's claims, (y) otherwise preside over any form of a representative or class proceeding or (z) award class-wide relief.

13.7 For the avoidance of doubt, if you are an individual accessing or using the Services on behalf of an entity, you represent and warrant that you are an authorized representative of such entity with the full legal power and authority to bind such entity to the Terms and enter into the Terms on behalf of such entity.

13.8 SameGoal and Client are independent actors. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce these Terms. There exist no third-party beneficiaries to these Terms. You agree not to represent to anyone that you are an agent of ours or are otherwise authorized to bind or commit us in any way.

13.9 You may not assign your rights or obligations under these Terms without SameGoal's prior written consent. If consent is given, these Terms will bind Your successors and assigns. Any attempt by You to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void ab initio. SameGoal may freely assign its rights, duties, and obligations under these Terms at any time, with or without notice to you.

13.10 Except for any payment obligations, neither SameGoal nor Client will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

13.11 If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect.

14. Electronic Signatures

14.1 For purposes of this Section 14 (Electronic Signatures), "Client" shall mean individuals or entities who purchase SameGoal services. "Authorized Users" shall mean those persons who, whether an employee, business partner, contractor or agent of Client, is registered by Client ("Account Holder") or permitted by Client ("Site Visitor") to use the SameGoal Services subject to these terms. Client and Authorized Users may be referred to in this section as "you" and "your" as applicable.

14.2 "SameGoal E-Signature Service" is one of the Services that SameGoal provides and means the electronic signature functionality, which provides online display, electronic signature, and storage services for electronic documents via the Internet. The term "System" refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by SameGoal or its agents to provide the SameGoal E-Signature Service. The prices, features, and options of SameGoal E-Signature Service depend on the terms of the subscription plan between each Client and SameGoal (the "Subscription Plan"), and may change from time to time.

14.3 SameGoal's provision of the SameGoal E-Signature Service is conditioned on your acknowledgment of and agreement to the following:

(a) SameGoal E-Signature Service facilitates the execution of documents between the parties to those documents. SameGoal makes no representations or warranties regarding the transactions sought to be effectuated by any document that uses the SameGoal E-Signature Service and nothing in these Terms may be construed to make SameGoal a party to any document processed through SameGoal E-Signature;

(b) Client has exclusive control over and responsibility for the content, quality, and format of any document that utilizes the SameGoal E-Signature Service.

(c) If Client chooses to enable and/or utilize the SameGoal E-Signature Service, Client acknowledges and agrees that it is solely responsible for (and that SameGoal has no responsibility to you or to any third party for) reviewing the SameGoal E-Signature Service functionality and verifying that it is acceptable for the specific use Client chooses to

utilize it for. Client acknowledges and agrees that SameGoal will not be liable for Client's use of the SameGoal E-Signature Services in circumstances that do not comply with applicable law.

Client understands that some types of agreements and documents may be excepted from electronic signature laws or subject to specific government regulations. SameGoal is not responsible for determining whether any particular document is subject to an exception to applicable electronic signature laws or to any particular agency promulgations and SameGoal is not responsible for determining whether it can be legally formed by electronic signatures.

Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," including, for example, requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. Client (and not SameGoal) is responsible for (1) determining whether any "consumer" (as used in the applicable consumer-protection law) is involved in any document presented by Client or Client's Authorized User for processing, and, (2) if so, to comply with all requirements imposed by law on such document or their formation.

(d) You acknowledge and agree that: (i) SameGoal is not responsible for, and will not be liable for, determining how long any contracts, documents, and other records are required to be retained or stored by Client under any applicable laws, regulations, or legal or administrative agency processes; (ii) SameGoal is not responsible for providing your electronic or other documents to third parties; and (iii). Client is responsible for ensuring that Site Visitors are provided with copies of documents processed with the SameGoal E-Signature.

(e) SameGoal E-Signature Service provides you with certain features and functionalities that you may elect to use, including the ability to retrieve and delete documents in the system. You acknowledge and agree that Client is responsible for, and SameGoal has and will have no responsibility or liability for: (a) configuring SameGoal E-Signature Service; (b) using and enforcing controls available in connection with SameGoal E-Signature Service (including any security controls); and (c) taking such steps, in accordance with the functionality of SameGoal E-Signature Service, that Client deems adequate to maintain appropriate security, protection, deletion, and backup of Client's data, which include controlling the management of Authorized Users' access and credentials to SameGoal E-Signature Service, controlling data that is processed by SameGoal E-Signature Service, and controlling the archiving or deletion of documents executed by the SameGoal E-Signature Service.

14.4 Storage and deletion:

(a) During the term of Client's subscription with SameGoal (the "Subscription Term"), SameGoal will store and send electronic documents per these Terms and the terms of Client's Subscription Plan. SameGoal may set and enforce limits for reasonable use in order to prevent abusive or unduly burdensome use of the SameGoal E-Signature Service. At any time during the Subscription Term when Client is in good financial standing with SameGoal, Client may retrieve electronic documents from the System and download electronic documents for storage outside of the System and may delete or purge electronic documents from the System at its own discretion.

(b) Upon expiration of Client's Subscription Term or upon termination of your relationship with SameGoal as described in Section 8 of these Terms, SameGoal may delete your SameGoal account, including any information and documents, or any portion thereof, stored on the System. ("System" refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by SameGoal or its agents to provide the SameGoal E-Signature Service.)

(c) Such information and documents, or portions thereof, contained in system-backup media, such as for example email backup tapes, may not be deleted so long as the backup media are maintained in confidence and are not readily accessible. SameGoal may retain the metadata associated with an electronic record for documents uploaded to the System in order to establish the digital audit trail required by the SameGoal E-Signature Service for as long as it has a business purpose to do so.

15. Electronic District-to-District Document Transfer

15.1 SameGoal offers electronic district-to-district transfer of documents. Client accepts liability for, and agrees that SameGoal shall have no liability for, data transferred from their district and acknowledges improper use of this feature may allow unintended access to confidential student information. Client acknowledges documents received from other districts may be incomplete and/or invalid, requiring updates to ensure correct state reporting and compliance.

Service Level Agreement

SameGoal believes technology should never be a barrier to the educational process, and that supporting end-users in a friendly, encouraging manner is not only important, but essential. The scope of this agreement includes changes in technology, incorporating state reporting changes, procedures, application training and support, service and support levels, and problem escalation. Regular business hours, as described below, shall be defined as Monday – Friday, 8am-5pm eastern time, exclusive of federal holidays.

1. Changes in technology

SameGoal will continue to adopt industry standards and implement emerging technologies as it deems necessary to meet the needs of its clients. SameGoal will remain compatible with web browsers with wide adoption in North America. SameGoal will also continue to support widely adopted modern operating systems.

2. Incorporating state reporting changes

SameGoal is dedicated to providing state reporting functionality. SameGoal will implement corresponding changes per state released updates.

3. Application training and support

As SameGoal implementation begins, customers may be assigned a dedicated support representative that can be contacted via phone or email with support requests. On-site, online or video based training may also be contracted. End-user and administrative functionality may be covered during training sessions as deemed appropriate by SameGoal.

During regular business hours, the help desk may be contacted via phone or email. End-user and administrative user guides are accessible at samegoal.com, and are regularly updated. During peak times of year, online help sessions may be offered for users to attend.

4. Minimum Applicable Service Levels

The following describes the minimum acceptable service levels for SameGoal ("MASLs"). Except for routine or planned maintenance, SameGoal agrees to maintain 99% Uptime during its regular business hours. "Uptime" shall mean access to the SameGoal system without substantial degradation to the application such that the SameGoal system is essentially unavailable as a result of unreasonable response times; such time that is not uptime is defined as an "Outage". Uptime shall be measured monthly, with periods of Outage measured on a minute-by-minute basis separately during regular business hours. The monthly Outage time (in minutes) during regular business hours shall

be calculated by adding the number of minutes during regular business hours during which an Outage existed, and the regular business hours Uptime percentage shall be calculated as:

$$\text{Uptime \%}_{\text{Business}} = (\text{Total Business Minutes} - \text{Business Outage Minutes}) / \text{Total Business Minutes}$$

Following notification by a user of a perceived MASL violation, SameGoal shall provide its own Uptime calculation and reconciliation against such user's notification. Following the second such month in which such user's calculations indicate service delivery below the agreed MASL, SameGoal shall provide such user with additional SameGoal services at no additional charge (a "Service Credit"), calculated as a prorated portion of the fees payable in the month in which the Service Credit is granted, as follows:

$$[(0.99 - \text{Uptime \%}_{\text{Business}}) \times (\text{Business minutes} / \text{Total monthly minutes})] \times \text{Monthly Service Fee}$$

The Service Credit amount shall be applied to the end of the subscription term and shall extend the subscription term in a pro rata amount compared to the total amount of fees payable to SameGoal by the applicable user. Service Credits issued pursuant to the terms and conditions of this Section 4 shall be such user's sole and exclusive remedy for SameGoal's failure to meet MASLs, and SameGoal's entire liability, in connection with the failure to meet MASLs.

HOWEVER, NOTWITHSTANDING ANYTHING IN THIS SECTION 4 OR ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, SAMEGOAL DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND SAMEGOAL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. Problem escalation

All issues shall be escalated according to the following table:

Classification	Notification / Escalation Procedures	Updates	Follow-up
Priority: Critical			
Extreme business impact Entire network or site down Critical deadline (immediate resolution needed, no workarounds available)	Phone call to Student Services administrator describing the nature of the incident, user impact and expected resolution time.	Student Services administrator will be updated every 60 minutes by phone or email until issue is resolved.	Phone call to Student Services administrator and Technical administrator.
Priority: High			
High business impact. Users are able to work but are severely impaired (critical application functionality non-functioning) Not an emergency but needs to be repaired ASAP	Email to Student Services administrator describing the nature of the incident, user impact and expected resolution time. Email to affected user/s describing the nature of the incident and expected resolution time.	Student Services administrator and affected user/s will be updated every 4 hours by phone or email until issue is resolved.	Phone call or email to Student Services administrator and follow up by help desk with user/s if required.
Priority: Normal			
Medium business impact. User/s may work around the	Automatic email to affected user from tracking system	Affected user/s will be updated every 5 days until	Phone call or email to affected user/s.

problem	with the incident description and incident #.	issue is resolved.	
Immediate fix not required; can be scheduled as a normal work order	Help desk will create an incident ticket and assign to the appropriate support staff member.		

6. Limitation of Liability.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, UNDER NO CIRCUMSTANCES WILL SAMEGOAL HAVE ANY LIABILITY HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, COLLATERAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES INCURRED BY USERS OF SAMEGOAL, REGARDLESS OF HOW SUCH DAMAGES ARISE, WHETHER OR NOT SAMEGOAL WAS ADVISED SUCH DAMAGES MIGHT ARISE. YOU AGREE THAT, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SAMEGOAL BE LIABLE TO ANY USER OF SAMEGOAL FOR ANY DAMAGES, DIRECT OR OTHERWISE, OTHER THAN FOR THE SERVICE CREDITS PROVIDED TO USERS OF SAMEGOAL PURSUANT TO SECTION 4 ABOVE. FOR THE AVOIDANCE OF DOUBT, THE SOLE AND EXCLUSIVE REMEDY OF USERS FOR SAMEGOAL'S BREACH OF THIS AGREEMENT OR MASL VIOLATION SHALL BE THE SERVICE CREDITS PROVIDED TO SUCH USERS PURSUANT TO SECTION 4 ABOVE.

YOU AGREE THAT SAMEGOAL'S TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE GREATER OF (i) THE TOTAL AMOUNT PAID BY YOU TO SAMEGOAL DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO ANY SUCH LIABILITY, OR (ii) \$100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT INCREASE THIS LIMIT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THIS SECTION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Data and Privacy Agreement

This DATA AND PRIVACY AGREEMENT (hereinafter referred to as "Agreement") is between the "Client" and SameGoal.

SameGoal recognizes the importance of protecting user data and confidential information. This Agreement applies to all of the products, services and websites offered by SameGoal; collectively referred to as "Services". This document explains how the Agreement is made up, and sets out some of the terms of that agreement.

1. Privacy of User Data

"Users", as described in this Agreement, are individuals who use SameGoal Services. SameGoal does not sell, share, rent, trade or loan personal User data to third parties for any purpose, except when required by law. SameGoal does not use User Data for commercial purposes.

a. Personal Information Users Provide. Users are individuals who are affiliated with the Client, and in some cases the User and Client may be the same. When a User creates an account for a SameGoal secure website, the User (or in some cases another individual from the Client) may provide personal information. The User may also provide contact information to enable SameGoal support Services to contact the User from time to time as needed. This information will never be used for solicitation purposes.

b. Cookies. When a User logs in to a SameGoal secure website, SameGoal sends one or more cookies that are crucial for application functionality. SameGoal uses cookies to initiate sessions, maintain session information, perform multi-factor authentication, and improve the quality of Services it provides. All SameGoal cookies can be deleted by the User at any time. However, deleting cookies will require the user to sign into the service again. You can block, delete, and control cookies by changing your browser settings. Note that COOKIES ARE USED TO SIGN INTO YOUR ACCOUNT. IF YOU REFUSE TO ACCEPT COOKIES, OR IF YOU DELETE COOKIES, YOU WILL NOT BE ABLE TO SIGN IN TO YOUR ACCOUNT. Please contact us if you have any questions or concerns in this regard.

c. Log information. When Users access a SameGoal website, SameGoal servers automatically record information the browser sends whenever a website is visited. These server logs may include information such as the User's web request, Internet Protocol address, browser type, browser language, the date and time of the request and one or more cookies that may uniquely identify the User's browser. This information is used to assist with troubleshooting and improve user experience.

d. User communications. When a User sends email or other communications to SameGoal, SameGoal may retain those communications in order to process the inquiries, respond to requests and improve SameGoal Services.

SameGoal only processes personal information for the purposes described in this Agreement. In addition to the above, such purposes include:

- Providing Services;
- Auditing, research and analysis in order to maintain, protect and improve Services;
- Ensuring the technical functioning of the network;
- Protecting the rights or property of SameGoal or its Users; and
- Developing new services.

e. Advertisements SameGoal does not display advertisements or share information with advertisers. Users are not tracked or targeted for advertisement using any first or third party technology.

f. Information Collected SameGoal collects information related to user accounts, students, special program documentation and system access. Data is collected via:

- Bulk imports, typically during implementation
- Users entering data while using the application
- Integration with third party systems

2. Information Security

Services provided by SameGoal frequently involve the handling of sensitive, strictly confidential information. SameGoal takes appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data.

These measures include:

- Mandatory encryption of all data both in-flight and on disk
- Maintaining a strict firewall
- Running with the minimum amount of ports open, and hardened services on open ports
- Automatic application of security updates
- Audits of SameGoal code base and serving infrastructure for security
- Defensive domain registration
- Automatic backups to remote locations
- Enforce strong passwords

These measures also include internal reviews of SameGoal data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where

SameGoal stores data.

SameGoal restricts access to data to SameGoal employees, contractors and agents who need to know that information in order to operate, develop, support or improve SameGoal Services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

3. Data Breach

Incident Evaluation

An "Incident" is defined as a suspicious or malicious activity that compromises a system resource and is being used for unauthorized purposes.

Upon becoming aware of a security Incident, or upon receiving a complaint of an Incident, SameGoal will fully investigate the Incident following industry best practices. SameGoal will also take steps to prevent developments that may result in the Incident becoming a Data Breach and resolve the Incident.

Data Breach

If investigation of an Incident confirms Client Data was disclosed to an unauthorized party, SameGoal will provide written notice to the Client. SameGoal will not provide notice directly to individuals whose PII was involved, to regulatory agencies, or other entities without first providing written notice to the Client, except as otherwise required by law.

Data Breach Investigation Report

In the event of a Data Breach that discloses Client Data to an unauthorized party, SameGoal will provide written notice to the Client that includes a "Data Breach Investigation Report" (DBIR) once the investigation has concluded and steps have been taken to prevent further disclosure of Client Data.

The DBIR is a written report, including any supporting documentation, that identifies

- The nature of the Data Breach
- Steps SameGoal has taken to investigate the Data Breach
- What Client Data, including PII, was disclosed or used
- Who or what was the cause of the Data Breach
- What SameGoal has done or shall do to remediate any deleterious effect of the Data Breach
- What corrective actions SameGoal has taken or shall take to prevent a future Data Breach

Effect of Data Breach

If a Data Breach results in downtime of SameGoal Services, the Client may be entitled to a license fee credit per the SameGoal [Service Level Agreement](#) Service Level Agreement. If the Client chooses to terminate its use of SameGoal Services following a Data Breach, the Client may request a refund of remaining prepaid SameGoal license fees.

4. Site Maintenance and Reliability

SameGoal continuously monitors its services to ensure they are responsive to Users, even at periods of high load. As necessary, SameGoal upgrades its infrastructure (including hardware, software and network connectivity) to maintain a high level of user satisfaction. SameGoal takes all reasonable steps to ensure that upgrades do not negatively impact Users. Most upgrades are performed with little downtime during off-peak hours.

5. Integration

SameGoal never shares data with any third party without an explicit request from the client.

SameGoal provides data integration Services at the request of some Clients strictly to improve application functionality. Data integration may include the transfer of information stored in another application to SameGoal Services, from SameGoal Services to another application, or both. Integration may occur on a one-time basis, automatic basis, or both with respect to the extent of integration(s) involved.

In performing data integration, SameGoal may require a back-up copy of data initially stored in another application, authentication information to other application(s), and in some cases a reconfiguration of firewall settings if the application to be integrated with is hosted locally behind a firewall. Copies of data from other applications will be subject to the same privacy and security considerations described in this Agreement for all other SameGoal Services. Authentication information to other application(s) provided by the Client for data integration will be used for the purpose of maintaining high quality data exchange Services between SameGoal and the application(s).

6. Translation

Certain SameGoal license subscriptions include tools to streamline the translation of forms and documents. The Client accepts liability for the correctness of these translations whether provided by Client staff or a third party translator selected by the Client.

To aid human translators, SameGoal allows districts to use cloud machine translation services to pre-translate forms and documents prior to human review. When cloud machine pre-translation is enabled by an administrative user, the Client grants SameGoal permission to transmit forms and documents to the third party cloud machine translation service. Further, the Client accepts liability for proper handling of data by the machine translation service.

7. Data Ownership

The Client solely owns the data entered or exchanged through use of SameGoal services. Clients may request backups of their data at any time, if adequate notice is provided. Clients are entitled to integrate data entered or exchanged through use of SameGoal Services with any other application, including those not operated by SameGoal.

The Client may request that SameGoal permanently delete their data. SameGoal will permanently delete Client's data within 60 days of receipt of written request. SameGoal permanently and irrevocably deletes client data between 60 and 90 days of contract expiration unless written intent to renew the contract is received.

8. Enforcement

SameGoal regularly reviews its compliance with this Agreement.

9. Additional Privacy Rights

A. Opt-Out Rights

Consumers have the right to opt out of "sales" of their personal information or "sharing" of their personal information. As stated above, we neither share personal information, nor use third-party advertising and marketing technologies. This type of information collection and disclosure can be considered to be a "sale" or "sharing" for cross-context behavioral advertising purposes.

We do not collect the personal information of minors under 16 years of age for marketing purposes.

B. Opt-In Rights

We will not sell, share or rent a consumer's sensitive data, including data regarding racial or ethnic origin, religious beliefs, mental or physical health diagnosis, sexuality, citizenship or immigration status, genetic or biometric data, children's data, and precise geolocation data, without first obtaining your consent.

C. Information Rights

In addition to the opt-out and opt-in rights listed above, you may request that we:

- Provide you the categories of personal information we have collected or disclosed about you in the last 12 months; the categories of sources of such information; the business or commercial purpose for collecting or selling your personal information; and the categories of third parties with whom we shared personal information.
- Provide access to and/or a copy of specific pieces of information we hold about you.
- Delete certain information we have about you.
- Correct inaccurate personal information we have about you.

You may have the right to receive information about the financial incentives that we offer to you (if any). You have the right not to be discriminated against for exercising your rights under this privacy policy. We will not deny, charge different prices for, or provide a different level of quality of goods or services with respect to Consumers who choose to exercise their rights.

Consumers may submit requests to access, delete, or correct their personal information using any of the following methods:

- You may email us at privacy@samegoal.com.
- You may contact us via mail at the address below.

For security purposes, we will attempt to verify your identity prior to fulfilling your request. If you have an account with us, we may verify your identity through your login to your account. If you do not have an account with us, we may need to respond to your request or otherwise contact you to request additional information from you to verify your identity (including, but not limited to your name, email address, or telephone number).

If we can verify your identity, we will respond to your request to the extent we are able to and as required by law. If we cannot verify your identity, we may request additional information from you or we may deny your request. If we are unable to fulfill your request in its entirety, we will provide further information to you about the reasons that we could not comply with your request.

Certain personal information may be exempt from such requests under applicable law. In addition, we need certain types of personal information so that we can provide the product and Services to you. If you ask us to delete it, you may no longer be able to access or use our product and Services.

C. Sharing with Third Parties

You may ask for a list of third parties that have received your personal information for direct marketing purposes during the previous calendar year. This list also contains the types of personal information shared. We provide this list at no cost. As stated above, we do not share any information with third parties for marketing purposes.

How to Contact Us

For questions, requests, or complaints regarding our collection or use of your personal information or this Notice, send an email to privacy@samegoal.com or you may send a letter to SameGoal at:

SameGoal, Inc.
Attn: Privacy Team
3401 Enterprise Parkway, Suite 340
Beachwood, OH 44122

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