



**Arbor Park School District 145
and Desmos, Inc.**

Data Privacy Addendum (Student Data Only)

This Data Privacy Addendum (the "Addendum") by and between Arbor Park School District 145 (the "School District") and Desmos, Inc. (the "**Company**") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the products and/or services outlined in Exhibit C to this Addendum.

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Exhibit C*, the School District will provide the following categories or types of School District Data to the Company in Exhibit B.

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the

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Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

- 2.4 *Publication of Agreement and Subcontractors.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. [Third Party Providers](#).

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the School District would otherwise use employees and is under the direct control of the School District with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the School District. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those

individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 *Security Procedures and Practices.* The Company agrees that it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 *Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.

5.1.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.

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- 5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall not materially or adversely affect the School District. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.
- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, upon the School District's written request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. If requested the Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 72 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District

with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach by the Company, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the

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collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

- 6.1.3 Sell or rent a student's information, including covered information. This *Section* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.
- 6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

Effective Date. The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Desmos, Inc.	School District
 _____ Signature	 _____ Signature
Janessa Lidge _____ Name	Dave Termunde _____ Name
Contract Administrator _____ Title	CTO _____ Title
7/1/2021 _____ Date	7/1/2021 _____ Date

Exhibit A
Agreement

Terms of Service

Thank you for your interest in using the online services operated by Desmos, Inc. ("**Desmos**"). These Terms of Service ("**Terms**") govern your use of Desmos' online services (collectively, the "**Services**"), including the services which are offered through (i) our mobile applications, including our (a) Desmos Graphing Calculator application, which currently is available as an Android app and iOS app and (b) Desmos Test Mode application for iPads, (ii) our website located at Desmos.com, and (iii) third party providers of educational services, such as schools, school districts, or teachers (collectively referred to as "**Schools**") that use our services at teacher.desmos.com and student.desmos.com.

Click on the links below to jump to that subsection of these Terms.

1. Our Services

The Desmos Services enable you to explore math. You can use our calculators and tools to graph functions, plot tables of data, evaluate equations, explore transformations, construct and represent geometric relationships, and much more. You can use our classroom activities to create, teach and learn mathematical concepts. By using the Desmos Services, you agree to be bound by these Terms and to the collection and use of your information as described in our [Privacy Policy](#). If you do not agree to these Terms, you are not permitted to use the Desmos Services.

2. Eligibility and Authority

If you are agreeing to these Terms on behalf of a school, school district, or other educational institution (collectively, a "**School**") for the purpose of providing the Desmos Service to students through student.desmos.com ("**Students**"), you represent and warrant that you are an authorized representative of the School and you agree to these Terms on the School's behalf.

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal

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information from children under 13. If you are a School providing the Service to children under 13 (whether in the U.S. or elsewhere), you represent and warrant that you have received consent from Parents, or have the authority to provide consent on behalf of parents, for us to collect information from students before allowing children under 13 to access Desmos Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as Desmos.

3. Personal Information and Student Data

This Section 3 applies to a School's use of the Desmos Service through student.desmos.com. If you are a School user, Student, or parent, you may also refer to the [Student Data Privacy Statement](#).

When Desmos is used by a School for an educational purpose, Desmos may collect or have access to Student Data that is provided by the School or by the Student. "Student Data" is personal information that is directly related to an identifiable Student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g).

Confidentiality. Desmos agrees to treat Student Data as confidential and not to share it with third parties other than as described in these Terms, and in our [Privacy Policy](#) and [Student Data Privacy Statement](#).

Student Data Access. You authorize Desmos to access or collect Student Data for the purpose of providing the Service. In the U.S., Desmos shall collect and process Student Data as a School Official with a legitimate educational interest pursuant to FERPA 34 CFR Part 99.31(a)(1). As between the parties, the School or the Student owns and controls the Student Data. Desmos does not own or control, or license such Student Data, except as to provide the Service and as described in these Terms.

Personal Information and Student Data Consents and Authority. If you are School User, you represent and warrant that you have provided appropriate disclosures to your School and to parents regarding your sharing such Personal Information with Desmos. Both Parties agree to uphold their obligations under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA") and applicable State laws relating to student data privacy. Desmos relies on each School to obtain and provide appropriate consent and disclosures, if

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necessary, for Desmos to collect any Student Data, including the collection of Student Data directly from students under 13, as permitted under COPPA. We recommend that you provide a copy of the Desmos [Student Data Privacy Statement](#) to Parents. You agree to comply with these Terms and all laws and regulations governing the protection of personal information, including children's information, and the sharing of student education records.

Use of Student Data. By submitting or providing us access to Student Data, you agree that Desmos may use the Student Data solely for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent. **Desmos shall not use Student Data to engage in targeted advertising.**

Use of Anonymized Student Data. You agree that we may collect and use data derived from Student Data for our own purposes, such as for product development, research analytics, and marketing our Service, provided that such data will be de-identified and/or aggregated to reasonably avoid identification of a specific individual.

Use of Personal Information for Marketing. You agree that Desmos may provide customized content, advertising, and commercial messaging to school or district administrative users and teachers from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, Desmos shall never use Student Data to engage in targeted advertising, nor shall Desmos direct advertising to student users on student.desmos.com.

Third-Party Service Providers. You acknowledge and agree that Desmos may provide access to Student Data to our employees and service providers, which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

Student Data Retention and Deletion Requests. Schools may request that we delete Student Data in our possession at any time by providing such a request in writing, except that Desmos shall not be required to delete content a Student shared to public areas of the Service. We shall respond to the deletion request as soon as possible, but in most instances within 45 days, other than for data stored on backup tapes which shall be deleted in the ordinary course of business. For inactive accounts, we delete or de-identify Student Data in our possession after a period of dormancy or at the request of a Parent. A Parent seeking to modify,

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correct, or delete personal information in a Student Account that is connected to an active School account will be instructed to contact the School to discuss data deletion or modification. We are not required to delete data that has been derived from Student Data so long as it has been anonymized such that it does not reasonably identify an individual. Similarly, we are not required to delete information which a Student or parent has saved or transferred to a personal account.

Data Breach Notification. We have implemented administrative, physical and technical safeguards designed to secure Personal Information, including Student Data, from unauthorized access, disclosure and use. In the event we have a reasonable, good faith belief that an unauthorized party has gained access to or been disclosed Student Data (a “**Security Event**”), that we have collected or received through the Service, we will promptly notify the School. If, due to a Security Event which is caused by the acts or omissions of Desmos or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and Desmos shall indemnify the School for costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of Desmos or its agents, Desmos shall reasonably cooperate with School’s investigation of the Security Event, as School requests, at School’s reasonable expense. Desmos shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to User accounts that are not associated with a School account.

4. Your Responsibilities

You agree:

- a. that you are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Desmos Services and for paying all charges related thereto; and
- b. not to use the Desmos Services to:
 - i. violate any third party rights or any local, state, national, or international law or regulation;
 - ii. transmit or create any materials that are abusive, harassing, tortious, defamatory, libelous, or invasive of another's privacy;
 - iii. transmit any material that contains adware, malware, spyware, 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;

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- iv. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
- v. interfere with or disrupt the Desmos Services or servers or networks connected to the Desmos Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Desmos Services.

5. Personal, Non-Commercial Use Only

You agree to use the Desmos Services only (a) as an end user, for your personal, non-commercial use or (b) as a teacher, for academic use by you and your students in individual classes. Desmos does, pursuant to a separate written agreement, permit certain third parties (y) to integrate with the Desmos Services for commercial use, and (z) to use the graphing calculator to generate graphs for commercial uses (including textbooks). Please contact partnerships@desmos.com for more information about entering into a relationship with Desmos that would permit commercial use of the Desmos Services.

6. User Submissions and Generated Materials

Desmos does not claim ownership of any materials (other than the underlying software and other materials of Desmos and its licensors used to generate such materials), lessons, formulae, information, data, text or other materials you submit and create for display or distribution to others through the Desmos Services, or the graphs generated therefrom (collectively, “**User Submissions and Generated Materials**”). As between Desmos and you, you own all rights to your User Submissions and Generated Materials. You grant to Desmos an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license, with the right to sublicense through multiple tiers, to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display or otherwise use your User Submissions and Generated Materials (in whole or in part) in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any format or medium now known or later developed, without compensation or notification to or permission from the user of any kind. You acknowledge and agree that all right and title in the software code and other material used to create or display your User Submissions and Generated Materials is the property of Desmos, and you hereby assign all right and title in such material to Desmos. Desmos hereby grants you a license to such material (a) as an end user, for your personal, non-

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commercial use or (b) as a teacher, for academic use by you and your students in individual classes. Desmos does not pre-screen User Submissions and Generated Materials and you agree that you are solely responsible for all of your User Submissions and Generated Materials. Desmos is not required to host, display, or distribute any User Submissions and Generated Materials, and may remove at any time or refuse any User Submissions and Generated Materials. Desmos is not responsible for any loss, theft or damage of any kind to any User Submissions and Generated Materials. You represent and warrant that your User Submissions and Generated Materials, and Desmos' authorized use thereof, do not and will not infringe the rights of any third party (including, without limitation, intellectual property rights, rights of privacy or publicity, or any other legal or moral rights).

7. Special Terms for Schools

a. Fees. If Desmos makes any Desmos Service available without charging a fee, then Desmos will not thereafter charge a fee to use such existing Desmos Service. The foregoing will not, however, prohibit Desmos from removing support for any Desmos Service or from charging a fee for any new Desmos Services that are complementary to, or may be used together with, such existing Desmos Service.

b. Activity Sharing. At the time you, as School user, submit to Desmos an activity you've developed using the Desmos Activity Builder (an "Activity"), you may elect to make your Activity public. If you do so, then you expressly authorize Desmos to (i) make your Activity available to other School users for use in individual classes with other students, (ii) allow other School users to copy and modify your Activity and use the modified version in individual classes with other students and (iii) modify your Activity and make the modified version available to other School users for use in individual classes with other students. In the case of any such use of your Activity (whether unmodified or modified), you will receive an attribution credit. If you elect to make your Activity public, in no event will Desmos authorize any third party to sell your Activity to others, nor will Desmos sell your activity itself, without your permission.

8. Copyright Infringement

Desmos respects the intellectual property rights of others. Accordingly, Desmos has a policy of removing User Submissions and Generated Materials that violate copyright law, and, in appropriate circumstances, suspending access to the Desmos Services (or any portion thereof) to any user who uses the Desmos

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Services in violation of copyright law, and/or terminating the account of any user who uses the Desmos Services in violation of copyright law. Pursuant to Title 17 of the United States Code, Section 512, Desmos has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright is being infringed by a user of the Desmos Services, please provide written notice to the following Desmos agent for notice of claims of copyright infringement.

Desmos, Inc.

ATTN: Eli Luberoff, Copyright Agent

9450 SW Gemini Dr., PMB 49136

Beaverton, OR 97008

Email: info@desmos.com

Telephone: (415) 636-8001

Fax: (415) 534-0941

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow Desmos to locate that material; (d) contain adequate information by which Desmos can contact you (including postal address, telephone number, and e-mail address); (e) contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

9. Feedback

If you choose to provide technical, business or other feedback to Desmos concerning the Desmos Services or any Desmos products or services (collectively, “Feedback”), Desmos will be free to use such Feedback without restriction. You understand and agree that the incorporation by Desmos of Feedback into any of its products or services does not grant you any proprietary rights therein.

10. Termination and Suspension

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Without limiting other remedies, Desmos may terminate or suspend your Desmos Services membership or suspend your access to all or part of the Desmos Services without notice if Desmos believes that you have violated these Terms or have engaged in conduct that violates applicable law or is otherwise harmful to the interests of Desmos, any other Desmos Services user, or any third party. You may discontinue your use of the Desmos Services at any time.

11. Fees

Subject to [Section 7.a](#) of these Terms, Desmos reserves the right to charge fees for access to new Desmos Services. In no event will you be charged for access to any new Desmos Services, unless Desmos obtains your prior agreement to pay such fees. If you do not consent to the payment of such fees, however, Desmos may prohibit your access to that paid content or services. Details regarding the services you will receive in exchange for the payment of fees, as well as any payment terms and conditions that apply, will be disclosed to you prior to your agreement to pay such fees. All such terms will be deemed to be a part of (and are hereby incorporated by reference into) these Terms.

12. Password and Security

You are responsible for maintaining the confidentiality of your Desmos Services password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify Desmos of any unauthorized use of your password or any other breach of security related to the Desmos Services. Desmos may require you to alter your password if Desmos believes that your password is no longer secure.

13. Third Party Services

Desmos may integrate with or provide links to certain third party Internet sites and services (collectively, such third parties, “**Linked Partners**”). The Linked Partner services made available through the Desmos Services or the integration of the such sites and services with the Desmos Services are for your convenience only and do not signify the endorsement by Desmos of such Partner sites or services.

14. Disclaimer and Limitations of Liability

a. You agree that use of the Desmos services is at your sole risk. The Desmos services are provided on an “as is” and “as available” basis. Desmos expressly disclaims all warranties of any kind, whether express or implied, with respect to the Desmos services and all services provided by any of our partner (whether api partners, linked partners, or otherwise), including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement. You acknowledge that access to data and materials (including, but not limited to, your or others’ user submissions and generated materials) available through the Desmos services is not guaranteed and that Desmos will not be responsible to you for any loss of data or materials caused by the Desmos services or their unavailability. You understand and agree that any data, materials, services and/or information downloaded or otherwise obtained through the use of the Desmos services is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

b. Under no circumstances will Desmos or its officers, employees, directors, shareholders, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of money, revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the Desmos services.

c. If, notwithstanding these Terms, Desmos is found to be liable to you or any third party in connection with your use of the Desmos services, the total liability of Desmos and its officers, employees, directors, shareholders, agents, or licensors to you or to any third party is limited to one hundred U.S. Dollars (\$100).

d. Exclusions And Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Desmos may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Desmos’ liability will be the minimum permitted under such applicable law.

15. Indemnification

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You agree to indemnify, defend, and hold harmless Desmos and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. Desmos reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Desmos' defense of such claim.

16. Intellectual Property

"Desmos" and the Desmos logo, and certain other of the names, logos, and materials displayed in the Desmos Services, may constitute trademarks, trade names, or service marks ("**Marks**") of Desmos or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Desmos or those other entities. The content on the Desmos Services (the "**Content**"), including without limitation, the software, graphs, text and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by Desmos or its licensors. Other than with respect to your own User Submissions and Generated Materials, (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Desmos and its applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

17. Miscellaneous

Entire Agreement. These Terms and our Privacy Policy, together with any additional terms to which you agree when using particular elements of the Desmos Services (e.g., terms relating to the payment of fees for certain Desmos Services), constitute the entire and exclusive and final statement of the agreement between you and Desmos with respect to the subject matter hereof, and govern your use of the Desmos Services, superseding any prior agreements or negotiations between you and Desmos with respect to the subject matter hereof.

Governing Law. These Terms and the relationship between you and Desmos will be governed by the laws of the State of California as applied to agreements made,

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entered into, and performed entirely in California by California residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Desmos Services will be brought in the Federal or State courts located in San Francisco County, California, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

Additional Terms. The failure of Desmos to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of Desmos and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Desmos Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will remain in full force and effect notwithstanding any termination of your use of the Desmos Services. If access to the Desmos Services is licensed to the United States government or any agency thereof, then the Desmos Services will be deemed to be “commercial computer software” and “commercial computer software documentation,” pursuant to DFARS Section 227.7202 and FAR Section 12.212, respectively, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Desmos Services and any accompanying documentation by the U.S. Government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms.

18. Modifications To Terms and Services

a. Modifications. These Terms may be revised periodically and this will be reflected in the “date last modified” set forth below. Your continued use of the Desmos Services following such update constitutes your agreement to the revised Terms. You can see the history of the changes to our Terms [here](#). If you object to any such changes, your sole recourse will be to cease using the Desmos Services. Continued use of the Desmos Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Desmos reserves the right to modify or discontinue the Desmos Services with or without notice to you.

b. Date Last Modified. These Terms were last modified on May 9, 2017.

Privacy Policy

Desmos, Inc. (“we” or “Desmos”) is committed to protecting your privacy. This Privacy Policy describes our collection and use of personal information collected from visitors to our website and our mobile application(s) (collectively, our “Service”), including the Service offered at www.desmos.com, teacher.desmos.com, student.desmos.com and any other website, app, or online service which links to this Privacy Policy. “You” or “your” means a visitor or a user (whether logged in or not) of our Service.

A note about Student Data: Our Desmos Service may be used by schools, school districts, or teachers (collectively referred to as “Schools”) in a classroom setting. When Desmos contracts with a School to provide the Service through student.desmos.com to students in a classroom (“Students”), we may have access to Student Data (defined below). This Privacy Policy does not govern our access to Student Data. We consider Student Data to be highly confidential and our use of Student Data is governed by our agreements with the schools. Please see our [Student Data Privacy Statement](#) for information about how we collect and use Student Data gathered during the provision of the Desmos Service to Schools. This Privacy Policy is incorporated into and is subject to our [Terms of Service](#), which governs your use of the Desmos Services. Click on the links below to jump to subsection of this Privacy Policy.

1. Information Collected

a. Personal Data. You can use the Service without registering for an account or providing any other personal data. If you create an account on the Desmos Services, or communicate with Desmos, you may provide to Desmos certain information by which someone could personally identify you, such as your name, email or unique username (“**Personally Identifiable Information**”), as well as information about yourself such as your employment or level of schooling by which someone could not personally identify you (“**Demographic Information**”). When we link Demographic Information to your Personally Identifiable Information, we treat all of it as Personally Identifiable. We also collect information when you save or post content to the Service (“**User Content**”), authorize us to access your device camera and photo roll, and communicate with us. We refer to all of this data collectively as “Personal Data”. We may also collect Personal Data about you from a third party Internet site or service. For example, if you login to your Desmos account through Google or another authentication tool, or if you interact with Desmos on social

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media, we may collect the Personal Data you authorize that third party service to share.

b. Usage Data. We automatically collect certain technical usage information when you use the Desmos Services (“**Usage Data**”). Usage Data includes the information that your web browser or mobile application automatically sends to our servers whenever you visit. The Usage Data collected in our logs may include information such as your web request, Internet Protocol address, operating system, browser type, browser language, referring / exit pages and URLs, platform type, click history, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and whether you opened an email. Typically, this information is collected through log files, web beacons, browser cookies, or other device identifiers that may uniquely identify your browser or device. You may be able to set your web browser to refuse all cookies, and your mobile device to not provide your mobile device identifier. You may not be able to delete or disable cookies on certain mobile devices and/or certain browsers. For more information on cookies, visit www.allaboutcookies.org. Remember, some features of the Desmos Services may not function properly if cookies or mobile device identifiers are not enabled. In addition, the Desmos Services may use third party analytics and bug tracking software (including, without limitation, Google Analytics and Bugsnag) to collect further Usage Data regarding the online usage patterns of our users and bugs in our Services. We may combine Usage Data with Personal Data in a manner that enables us to trace Usage Data to an individual user. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time. We do not permit third party advertising networks or other third parties to collect information about your browsing behavior from our website for advertising purposes.

2. Use of Your Information

a. Use. We use your Personal Data and Usage Data (together, “**User Information**”) to operate, maintain, and provide to you the features and functionality of the Desmos Services and for related business purposes. We may use your User Information to (a) improve the quality and design of the Desmos Services and to create new features and services by storing, tracking, and analyzing user preferences; (b) remember information so that you will not have to re-enter it during your visit or the next time you use the Desmos Services; (c) provide custom, personalized content and information; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) diagnose and fix technology problems and otherwise plan for and enhance our Service. Desmos may provide

personalized content and information to our users, including teachers, school administration officials, and other users associated with Schools. However, Desmos shall never use Student Data to engage in targeted advertising, nor shall Desmos direct advertising to student users on student.desmos.com, nor shall Desmos ever use any third-party advertising network on any Desmos Service.

b. Communications Preferences. We will not use your email address or other Personally Identifiable Information to send you marketing messages unless you provide your consent, or as part of a specific program or feature for which you will have the ability to opt-out. You can always opt-out of receiving promotional email from us by clicking on the “unsubscribe” feature at the bottom of each email or by adjusting your email subscription preferences in your settings. We may, however, use your email address without further consent for non-marketing or administrative purposes, such as notifying you of important Desmos Services changes or for customer service purposes.

3. Disclosure of Your Information

a. Your Publication. You may, by using applicable sections of the Desmos Services (including sections which enable you to create graphs, perform lessons, provide comments, upload video and pictures), share your User Information, including Personally Identifiable Information and other content that you create or post to others accessing the Desmos Services. Please see the [Student Data Privacy Statement](#) to learn how Student Data may be shared.

b. Service Providers. We share User Information with our trusted third party service providers and other individuals who perform services on our behalf, for example, providing customer service support, hosting services, analytics and other services we utilize to help us provide our Service or conduct our business. These service providers access and use User Information only to provide services to Desmos under reasonable confidentiality terms.

c. Partners. At your direction, we may provide your User Information to our partners (“Partners”) that are integrated with the Desmos Network. For example, we may share certain User Information when you login to the Desmos Services using Google login and similar authentication tools. We may also share User Information when we provide the Service with a Partner, such as when we work with a school or educational institution to provide the Service to students. Please see our [Student Data Privacy Statement](#) to learn more about how student data may be shared. User Information that is shared with a third party Partner may be subject to that Partner's privacy and data security policies. We are not responsible for the content or privacy and security practices and policies of the Partners. We encourage you to learn

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about our Partners' privacy and security policies before providing them with your User Information or directing us to provide them with your User Information.

d. Other Required Sharing. We may share User Information: (i) if required to do so by law, or in the good-faith belief that such action is in compliance with state and federal laws (including, without limitation, copyright laws) or in response to a court order, subpoena, legal process or search warrant, or (ii) if we believe, in good faith, such action is appropriate or necessary to enforce our Terms of Service, to exercise our legal rights, to take precautions against liability, to investigate and defend ourselves against any claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the Desmos Services, and to protect the rights, property, or personal safety of Desmos, Education Providers, our users or third parties.

e. School Collaboration. For Schools utilizing our School Collaboration functionality, school administration officials and teachers (collectively, "Admins") may be able to share information, resources, and materials through the School Collaboration Features. Depending on School's use of various features of the Service, an Admin may be able to share information with other Admins and/or invite other Admins to access, review, and edit School material. Sharing functionality will be determined by the School settings.

f. Sharing of Student Work. In some instances, Student Data, including, for example, student's response to a prompt, (collectively, "Student Work") may be visible to other students in the same classroom. A teacher or school administration official will be able to monitor any such Student Work and will be able to hide it at their discretion, for example if said Student Work is in violation of a school's policies or the teacher's desired classroom culture.

g. Merger or Sale. If we merge, sell, or otherwise transfer all or a portion of our business, we will not transfer your Personally Identifiable Information without first giving you the ability to opt-out of the transfer, unless the new owner intends to maintain and provide the applicable Desmos Services as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of our business.

4. Your Choices

You may decline to submit Personally Identifiable Information through the Desmos Services, in which case Desmos or your School may not be able to provide certain Desmos Services to you. You may update or correct your name, email address, or

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password at any time by visiting your “Account Settings” link. You may also delete your account altogether there. With respect to User Information provided by your School, please reach out to your School to request removal or updates of such information. If you have any questions about reviewing, modifying, or deleting your information, or if you want to remove your name or comments from our website or publicly displayed content, you can contact us directly at support@desmos.com. We may not be able to modify or delete your information in all circumstances.

5. Data Security

We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected through our Service. Access to information is limited (through user/password credentials and, in some cases, two factor authentication) to those employees who require it to perform their job functions. We use industry standard SSL (secure socket layer technology) encryption to transfer personal information. Other security safeguards include but are not limited to data encryption, firewalls, physical access controls to buildings and files, and employee training. You can help protect against unauthorized access to your account and personal information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your account.

6. Children’s Privacy

Our Service is not directed to children under 13, unless and until a School has provided consent and authorization for a student under 13 to use the Service and for Desmos to collect information from such student. If you believe that we have inadvertently collected Personal Data from a child under 13 years of age without parental consent, then please alert us at support@desmos.com and we will promptly delete the child's Personal Data from our systems.

7. For Our International Users

By using this Service, you consent to the transfer of your personal information to the United States and to the processing of your personal information in the United States in accordance with this Privacy Policy. You understand that your personal

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information will be subject to the laws of the United States, which may be different from those of your country of residence.

8. Contact Us

Please feel free to contact us with any questions or comments about this Privacy Policy, your personal information, your consent, or your opt-in or opt-out choices as follows:

Desmos, Inc.

ATTN: Privacy Agent

9450 SW Gemini Dr., PMB 49136

Beaverton, OR 97008

Email: support@desmos.com

9. Changes and Updates

a. Updates. This Privacy Policy may be revised periodically and this will be reflected in the “date last modified” set forth below. Your continued use of the Desmos Services following such update constitutes your agreement to the revised Privacy Policy. You can see the history of the changes to this Privacy Policy [here](#).

b. Last Modified. This Privacy Policy was last modified June 20, 2020.

Desmos Student Data Privacy Statement

The Desmos Service may be used by schools, school districts, or teachers (collectively referred to as “**Schools**”) in a classroom setting. When a School uses the Service with students in the classroom (“**Students**”) through student.desmos.com, we may have access to Student Data. “**Student Data**” is any information that is directly related to an identifiable current or former student that is maintained by a school, school district, or related entity or organization, or by us. Student Data may include “educational records” as defined in the Family Educational Rights and Privacy Act (“**FERPA**”). We consider Student Data to be highly confidential.

Our collection and use of Student Data through Desmos Services are governed by federal and state law and by our contract with Schools, if one exists. This Desmos

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Student Data Privacy Statement explains how we use and share Student Data we may collect through Desmos Services. If you have questions about specific practices relating to Student Data provided to Desmos by a School, please direct your questions to your School.

The Desmos Pledge

The privacy of personally identifiable student information is very important to us. We are honored that our School customers choose Desmos as a trusted educational service provider and we strive to live by high data privacy and security standards. When we have access to the personal information of students, we commit to the following data privacy principles:

- Desmos collects, stores, processes, and shares Student Data only for the purposes of providing our Service, or as authorized by a school or a parent.
- Desmos does not use or share Student Data or content for marketing or advertising purposes, except with explicit school or parental consent.
- Desmos does not sell Student Data.
- Desmos does not use or disclose Student Data for targeted advertising purposes.
- Desmos will maintain a comprehensive data security program designed to protect the types of Student Data maintained by Desmos.
- Desmos will not knowingly retain Student Data beyond the time period required to support the school's purpose, unless authorized by the parent/student.
- Desmos will delete or de-identify Student Data at the direction or request of the school.
- Desmos will clearly and transparently disclose our data policies and practices.
- Desmos will not make any material changes to our [Privacy Policy](#) or [Terms of Service](#) that relate to the collection or use of Student Data without first giving notice to the school or parent and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

If you have any questions, please contact us at support@desmos.com

What Student Data do we collect?

Desmos provides the Service to Schools to improve classroom instruction and student learning outcomes. Through the provision of this Service to a School, we may collect or have access to Student Data that is provided by the School or by the student. The type of information we collect will depend on how the School uses the Service, but could include the student's first and last name, email address, class assignment data, and other classroom content. Only students who have been provided an access code and authorized to use the Service by a School can be associated with a School account. Students may continue to access class content using the School code. To save content on the Service, the Student will need to register for a Desmos account by providing some personal information or by logging in through a Google account.

Please note that only accounts set up with a School code and accounts set up on student.desmos.com are considered to be Student accounts. If you are a teacher, administrator, or other individual using the Service on behalf of a School, please do not instruct students to sign up for Desmos without providing a class code and/or instructing students to sign up through student.desmos.com or similar address created for School users. Schools must sign up for a School account to use the Service in the classroom setting so that student's information is known to be Student Data.

We consider Student Data to be highly confidential and use this data solely to provide our Services to the School, and in limited ways, for our internal purposes in accordance with our Terms of Service or specific agreements with Schools. Our collection, use, and disclosure of Student Data is governed by our Terms of Service and/or any other agreement with the School, in the U.S. by the provisions of the Family Educational Rights and Privacy Act (FERPA), and applicable privacy laws relating to the collection and use of personal information of students. If you have any questions about our collection and use of Student Data, please contact us at support@desmos.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student, please contact your School directly.

How do we use Student Data?

We use Student Data to provide the Desmos Services to the School and for other limited purposes permitted by our agreements with the Schools, such as to evaluate, improve, and develop our products, applications, and services. All

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Student Data that we collect or have access to is owned and controlled by the Schools. We do not use Student Data for marketing purposes or to engage in targeted advertising.

Do we share Student Data with third parties?

Desmos only shares Student Data in a few limited circumstances, as described below.

We may share Student Data in the following ways:

- As needed to perform the Desmos Services and/or at the direction of a School and as authorized by our contract with the School. For example, information including Student Data, will be shared between and among authorized School users, such as teachers and administrators. Schools may also be able to facilitate data sharing with other authorized third parties. This sharing will depend on the settings and functionality selected by the School.
- With our trusted vendors, third party service providers and other individuals who perform services on our behalf, but only if such providers have a need to access such information for the purpose of carrying out their work for us and do so under strict confidentiality and data security terms.
- We may share aggregate or anonymized data (including personal data that has been stripped of personally identifying characteristics) with third parties, but will do so only in such a way that no individual may reasonably be identified.
- We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our Terms of Use, or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our visitors.
- In the event of a change of control: If we sell, divest or transfer the business or a portion of our business, we will not transfer Student personal information without first giving you the ability to opt-out of the transfer by deleting your account, unless the new owner intends to maintain and provide the Service as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of our business

How do we use anonymized data?

We may use data which has been de-identified and/or aggregated for product development, research analytics, and other purposes, including for the purpose of analyzing, improving, or marketing the Applications and Desmos Services. If Desmos publicly discloses or shares with third parties (e.g., in marketing materials, published research, analytics, or in application development) information that is derived from Student Data, such data will be aggregated and/or anonymized to reasonably avoid identification of a specific School or individual.

Questions about access or deletion of data

You may access, update, or correct Student Data by logging into your account. Parents may request to access, correct, and update a student's personal information, but these requests may require the School's authorization to update or delete information contained in active School accounts. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly.

Children's Data

Our Service is not directed to children under 13 unless and until a School has provided appropriate consent and authorization for a student under 13 to use the Services and for Desmos to collect information from such student. Desmos relies on each School to obtain and provide appropriate consent and disclosures, if necessary, to collect any student information directly from students, as permitted by the Children's Online Privacy Protection Act (COPPA).

Privacy Policy Changes with respect to Student Data

Because we continue to develop the Desmos Service and take advantage of technologies to improve the Services we provide, our policies will change over time. We will note the effective date of the policy at the bottom of this page, and you should review this page periodically for any changes. We will use our best efforts to provide each School at least 30 days-notice of a Privacy Policy change that may involve collecting, using, storing, or sharing Student Data in a materially different manner than was disclosed in our previous Privacy Policy, so that the School has

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sufficient time to evaluate the change in practice. If you do not choose to accept the changes, you may opt-out by deleting your account before the changes take effect.

This document was last modified on May 9, 2017.

Exhibit B
SCHOOL DISTRICT DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify: Device type, browser model, screen resolution, etc.	<input checked="" type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify: We may collect incidental demographic info (ex., # of pets) as answers to questions in activities. We may also collect student-set accessibility preferences (ex., large print, reverse contrast or braille)	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>

	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>

Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>

Other

Please list each additional data element used, stored, or collected by your application:



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None	No Student Data collected at this time. Provider will immediately notify the District if this designation is no longer applicable.	<input type="checkbox"/>

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Exhibit C
Nature of Products or Services Provided

The Company shall be providing the following products or services to the School District:

• **Onboarding webinars, tutorials, support to prepare teachers for launch, and access to:**

- Unit overview webinars
- Lesson preview emails
- Curriculum email support help desk
- Facebook community specifically for teachers using the curriculum

• **A designated Desmos National Coach who supports district level leadership with implementation in the following ways:**

- Facilitates monthly site contact meetings with district point-of-contact.
- Shares monthly teacher usage reports with site contacts.
- Provides ongoing site contact support to ensure successful implementation.
- Joins site-level teaching meetings to answer questions and provide support on a quarterly basis.
- Facilitates meetings with other site contacts across your state (optional).
- Provides a back-to-school teacher meeting to ensure successful launch (optional).