

# Privacy Policy

1. The term "Confidential Information" shall mean any and all information, which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form, which is either identified by Discloser as confidential or proprietary or should be reasonably understood to be confidential or proprietary. Confidential Information shall include all information or data provided by the Parties to each other, including, but not limited to: trade secrets, patented or copyrighted information, computer programs, software, software documentation, formulas, data, inventions, algorithms, techniques, processes, marketing plans, strategies, forecasts, third party confidential information, and customer lists. However, the Builder retains ownership of any existing or newly developed underlying technology associated with the project, while the specific software code and product developed shall become the property of the Recipient.
2. Unless otherwise permitted by this Agreement, Recipient shall not disclose, publish, release, transfer or otherwise make available Confidential Information in any form to, or for the use or benefit of, any person or entity. The Parties recognize that the disclosure of Confidential Information would cause irreparable injury and, therefore, the injured Party shall be entitled to injunctive relief in addition to any other remedy, including claims for damages and attorney's fees. To the extent required, Recipient's internal disclosure of Confidential Information shall be only to those employees or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement.
3. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without reliance upon the Confidential Information or the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order, provided diligent efforts are undertaken to limit disclosure, and once notice has been provided to Discloser of such court order.
4. The Confidential Information is provided "as-is" and Discloser makes no warranty of any kind with respect to the suitability, accuracy or non-infringement of third party rights. Recipient does not acquire any license rights, title or interest in the Confidential Information except the limited right to use the Confidential Information in accordance with this Agreement.
5. Student Educational Records. The following provisions of this section shall apply to the extent, if any, that Customer Data includes any student educational records. Nothing in this Agreement is intended to diminish any students' (or their parent's) rights in relation to their educational records. The parties acknowledge that student educational records are subject to the United States Family Educational Rights and Privacy Act (FERPA) and may be subject to other federal, state, and local privacy laws and regulations. Each party agrees to safeguard student educational records in its possession or control in compliance with all applicable requirements of FERPA and such other laws and regulations. EdPower

(dba) specifically agrees not to disclose any personally identifiable information from education records in violation of FERPA, not to use such information for any sales, marketing, advertising, or other prohibited purposes, and to protect such information as Confidential Information of Customer for purposes of this Agreement. The parties agree that EdPower (dba) is permitted to process or monitor such information solely to provide and maintain the integrity of the Hosted Service. EdPower (dba) will promptly notify Customer of any known unauthorized use or disclosure of student educational records in EdPower (dba) possession or control, and will take commercially reasonable corrective efforts to mitigate the effects and to prevent the recurrence of such violation.

6. Effect of Termination. Upon the expiration or any termination of this Agreement (or of the applicable Service Annex): (i) all rights granted by Builder hereunder to access and use the Hosted Service will automatically terminate; (ii) Customer and all Authorized Users will immediately cease all use of the Hosted Service; and (iii) each party will return or delete, and make no further use of, any Confidential Information of the other party in its possession or control. Upon any expiration or termination of this Agreement (or of the applicable Service Annex), Builder will have no obligation to maintain or provide access to any Customer Data or Customer Content, and may delete all Customer Data and Customer Content stored in the Hosted Service or otherwise in Builder's possession or control. For clarity, if fewer than all Service Annexes are being terminated, the foregoing will not be construed as requiring or permitting either party to delete or return information that is pertinent to any continuing Hosted Service. In the event of termination, the Builder agrees to provide all necessary assistance to the Recipient for a smooth transition, including but not limited to, providing all relevant software codes, documentation, and other materials related to the software product developed. This transition should be accomplished in a manner that causes minimum disruption to the Recipient's operation. The specifics of such transition will be agreed upon by the parties as part of the termination process.