

SERVICE ORDER

Khan Academy, Inc.
 P.O. Box 1630
 Mountain View, CA 94042

1. CONTACT INFORMATION

CUSTOMER INFORMATION		Start Date:	September 30, 2024
Customer:	Office of Technology Services on behalf Louisiana Department of Education, for its Participating Districts	End Date:	June 30, 2025
Address:	1201 N. Third Street	Program Primary Contact:	Adam Dibenedetto
City/State/Zip:	Baton Rouge, LA 70802	Email:	Adam.Dibenedetto@la.gov
Order Primary Contact:	Carol Mosley	Phone:	

2. SERVICE ORDER INFORMATION

District Name	Street Address	City	State	Zip	Khanmigo for Districts - Student Tutor	Khanmigo for Districts - Teaching Assistant	Khanmigo for Districts - Administrator	Professional Learning	Rostrering Service: Clever or ClassLink	LEA Contact Name and Title	LEA Contact Email
Acadia Parish Schools	2402 North Parkerson Ave	Crowley	LA	70526	2,530	42	13	18 live-virtual hours	Clever	Gregoire Theriot, Executive Director of Curriculum and Instruction	gtheriot@acadia.k12.la.us
Bogalusa City Schools	1705 Sullivan Drive	Bogalusa	LA	70427	438	9	3	Asynchronous on-demand	Clever	Charlotte Tillman	ctillman@bogschools.org
Claiborne Parish Public Schools	415 East Main Street	Homer	LA	71040	445	9	3	Asynchronous on-demand	Clever	Kelli Tims	KTims@cpsb.us
Livingston Parish Public Schools	13909 Florida Blvd	Livingston	LA	70754	7,700	128	39	18 live-virtual hours	ClassLink	Desiree Kennedy, Network Specialist	desiree.kennedy@lpsb.org
St. Charles Parish Public Schools	13855 River Road	Luling	LA	70070	2,853	30	15	18 live-virtual hours	Clever	Amy Brown Walker, Curriculum Specialist	abrown@wearescpsa.org
St. Helena Parish School District	354 Sitman Street	Greensburg	LA	70441	310	48	3	Asynchronous on-demand	ClassLink	Charlotte Tillman	ctillman@bogschools.org
Tensas Parish School District	512 Plank Road	St. Joseph	LA	71366	77	6	1	Asynchronous on-demand	Clever	Dr. Catherine Lewis -THS Principal	catherine.lewis@tensaspsb.org
Vermilion Parish School System	220 South Jefferson Street	Abbeville	LA	70510	2,400	4	12	12 live-virtual hours	ClassLink	Brandy Broussard, High School Supervisor	brandybroussard@vpsb.net
West Carroll Parish School Board	314 East Main Street	Oak Grove	LA	71263	450	40	3	Asynchronous on-demand	Clever	John Robert Warner, Principal	jwarner@wcpb.com
St. Bernard Parish	200 East St. Bernard Hwy	Chalmette	LA	70043	1,800	8	9	12 live-virtual hours	Clever	Mary Lumetta, Deputy Superintendent	Mary.Lumetta@sbsb.org
Magnolia School of Excellence	2290 Clyde Fant Parkway Service Rd	Shreveport	LA	71105	330	7	2	Asynchronous on-demand	Clever	Dr. Michelle Sorrells, Curriculum Specialist	Michelle.Sorrells@charterschoolsusa.com

3. TERMS AND CONDITIONS

The scope of services to be provided by Khan Academy, Inc. (“**Khan Academy**”) to Customer (each, a “**Party**”) are described in the “Service Order Information” section above. These services will be provided pursuant to Khan Academy’s Terms of Service for the Khan Academy District service, and any additional addenda attached hereto, and are all incorporated herein by reference (collectively “**Khan Academy Terms**”). This Service Order (“**Order**”), together with the Khan Academy Terms, are referred to as the “**Khanmigo Agreement**”. In the event of conflict between the terms of this Order and the Khan Academy Terms, the terms of this Order shall control.

The Khan Academy District service consists of rostering support for schools and teachers, access to Khan Academy District service administrator reports, implementation support and priority technical support for Customer's teachers, together with professional learning and other services licensed under this Order.

Any deletions or other revisions by Customer to this Order or Khanmigo Agreement (whether handwritten, electronically, or otherwise) will be null and void.

Licenses: Services will be provided to the number of students set forth above, and their associated teachers. For clarity, Khanmigo for Districts - Teaching Assistant means the teachers associated with students that have Khanmigo. Khanmigo for Districts - Administrator means administrator account(s) that can be allocated to either school or district administrator.

***Subjects:** Subjects are identified in order to provide rostering and implementation support. Upon notice to (and approval by) Khan Academy, Customer may request a change to the indicated subjects.

Term: Services are provided for the term commencing on the Start Date, and ending on the End Date. Under no circumstance shall the term of this Order extend beyond the End Date without a written amendment (or a renewal order) to this Agreement executed by the Parties in writing.

Special Terms: The Khan Academy District service, including Khanmigo for Districts, will be purchased through SHI International Corp. ("**SHI**" or "**Reseller**") on behalf of its customer, the Office of Technology Services ("**State**") on behalf of the Louisiana Department of Education ("**LDOE**"), which in turn will be obtaining the licenses on behalf of the Louisiana local educational entities listed below ("**Participating Districts**" or "**LEAs**"). SHI and Khan Academy have entered into an agreement so that the State may place orders for the Khan Academy District Service through SHI, with SHI acting as a fulfillment agent (the "**Reseller Agreement with SHI**"). In no instance will SHI have access to the Khan Academy District Service. LDOE acknowledges that it will inform the Participating Districts that Khan Academy may share with LDOE all usage data and associated reports related to any Participating Districts' use of the services for purposes of evaluating the services. The Khan Academy Terms are by and between Khan Academy, the State, and LDOE, and are acknowledged and accepted by Local Education Agencies who will execute the addendum entitled "Acknowledgment Addendum by LEA For Service Use" (each an "**Acknowledgement Addendum**") located at Attachment 2. The Parties acknowledge that to the extent federal funds are used, a number of federal terms are inapplicable to the Khan Academy District Services, including without limitation, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Federal Water Pollution Control Act, Right to Inventions Made under a Contract, Clean Air Act, Byrd Anti-Lobbying Amendment, and Solid Waste Disposal Act.

[Signature Page Follows]

4. SIGNATURES

The Parties may execute this Order in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original. All participating Local Education Agencies, in order to be licensed to use the services provided under the Khan Academy Terms, shall be required to execute the Acknowledgment Addendum attached hereto reflecting the respective institution’s agreement to be bound by the terms of the Khan Academy Terms.

By its signature below, each Party confirms its acceptance of the proposal set forth herein. Each person signing this Order represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Order for its respective Party. This proposal will become binding upon the signature of both Parties, and shall be effective on the later of (i) the Start Date or (ii) the date of the last signature hereto (the “Effective Date”).

Khan Academy, Inc.

Customers:

**Louisiana Department of Education,
on behalf of its Participating Districts**

Signature:

Signed by:
Julian Roberts
94962335FBE54B7...

Name: Julian Roberts

Title: Chief Financial Officer

Date: 9/27/2024

DS

Signature:

DocuSigned by:
Cade Brumley
662C8EFAEBD74C3...

Name: Cade Brumley

Title: State Superintendent of Education

Date: 9/27/2024

**Office of Technology Services, on behalf of
LDOE and Participating Districts**

Initial

Signature:

DocuSigned by:
Derek Williams
8EDED83D1FD14E7...

Name: Derek Williams

Title: State CIO

Date: 9/28/2024

Attachment 1
KHAN ACADEMY TERMS

Khan Academy Districts Terms of Service

Set forth below are the Terms of Service (“**TOS**”) made between Khan Academy, Inc., a 501(c)(3) organization (“**Khan Academy**” or “**we**” or “**us**”), the Office of Technology Services (“**State**”) and the Louisiana Department of Education (“**LDOE**”), on behalf of certain Louisiana Local Education Agencies (“**Participating Districts**” or “**LEAs**”) listed on the Service Order Form access to Khan Academy District Service and who have executed the Acknowledgment Addendum attached hereto. For clarity, LDOE is purchasing the Khan Academy District Service on behalf of, and for use by the Participating Districts; and the Participating Districts will be subscribing to the Khan Academy District service. All references to “**Customer**” or “**you**” refer to the Participating Districts. These TOS govern the use of the Khan Academy District service (the “**District Service**”) provided by Khan Academy, Inc., a 501(c)(3) organization (“**Khan Academy**”). These TOS together with the addenda attached hereto form the “**Khan Academy Terms**”. The Khan Academy Terms are by and between Khan Academy and LDOE, where LDOE is entering into the Khan Academy Terms on behalf of the Participating Districts who have executed the attached Acknowledgment Addendum agreeing to be bound thereby. LDOE will inform the Participating Districts that Khan Academy may share with LDOE deidentified student-level usage data and associated reports related to any Participating Districts’ use of the services for purposes of evaluating the services.

The District Service is a premium, subscription-based service that is offered as a complement to Khan Academy's educational website located at <http://khanacademy.org> and related mobile applications and online services (the “**Website**”).

Access to the Website and use of the standard features are provided free of charge. Through the District Service, Khan Academy provides (i) enhanced features to facilitate set-up, management, and use of School Accounts (as defined in Section 3.3 (School Accounts)) for use in the classroom; (ii) implementation assistance and training for users registered as teachers, school leaders, aides, or other similar personnel (“**School Personnel**”); (iii) priority technical support for classroom use of the Website; and (iv) data insights on Website usage and performance through district administrator reports.

Both Khan Academy and Customer (the “**Parties**”) acknowledge that the District Service is provided online, with services provided remotely. The District Service will be provided to Customer by Khan Academy personnel and through the Website and content offerings (the District Service and Website, collectively, the “**Platform**”). In the ordinary course of operating the Platform, Khan Academy engages vendors and service providers to provide services such as data storage, communications, and support services. These vendors and service providers are subprocessors to Khan Academy and not deemed subcontractors under these TOS.

1. Subscription Terms.

1.1 Subscription Terms. The District Service is offered to Customer for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the “**Account Terms**”) set forth in the then-current service order, quote or service agreement for the account executed between the Parties

(“**Applicable Order**”). When using the District Service, you will also be subject to Khan Academy’s Privacy Policy at <https://www.khanacademy.org/about/privacy-policy> and any posted guidelines, policies or rules (<https://support.khanacademy.org/hc/en-us/articles/13860282793869-What-are-the-Community-Guidelines-for-Khanmigo>) applicable to specific features of, or use of, the Platform, which may be posted from time to time (collectively the “**Guidelines**”). The Account Terms, these TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the District Service and are referred to collectively as the “**Agreement**”. Your Account Terms specify the scope of services provided, including by reference to the number of accounts, students, subjects or grade levels included in your subscription. Student accounts will be counted upon activation, and may not be shared or transferred among students.

1.2 **Payment.** For clarity, for this back-to-school year 2024-2025, the State or LDOE shall be making payments to SHI (with all payment and legal obligations by and between the State, LDOE and SHI per the State’s NASPO Master Contract and Participating Addendum number [CTR060028](#), along with SHI’s State of Louisiana subcontract number 4400026071). Except as expressly set forth in the Agreement, (i) all payment obligations are non-cancelable and fees paid are non-refundable; (ii) fees are based on the District Service subscriptions purchased and not actual usage; and (iii) quantities purchased cannot be decreased during the relevant subscription term. SHI may tender payment to Khan Academy by wire transfer, check, or other methods at Khan Academy’s discretion (contact us for details). Payment must be received by Khan Academy no later than 30 days after Khan Academy issues an invoice per the Reseller Agreement with SHI. If Khan Academy does not receive payment within 30 days, the invoice is past due and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of a School Account does not relieve the Customer of its obligation to pay for the District Service for the full term of the subscription. SHI is responsible for paying all fees and applicable taxes, if any, associated with the District Service, including any sales, use, or value added taxes, per the provisions of the Reseller Agreement with SHI. All questions relating to payments and fees should be sent to ar@khanacademy.org.

1.3 **Financial Audit.** Notwithstanding anything to the contrary in the Agreement, audit and inspection rights (including access to any books, records, and accounts) under these TOS and addenda hereto refer to a right to inspect financial information and supporting financial documentation relating to the District Service rendered. Khan Academy will assist Customer with providing any financial records required under any applicable public records or open records statute that Customer does not directly have access to and will record such financial records as provided by law. Requests for financial documentation will be conducted remotely and via electronic delivery. For clarity, for this back-to-school year 2024-2025, Customer will seek all such information from SHI (as all payments will be made to SHI).

1.4 **Licensed Students.** The District Service is provided on a per-license, subscription basis. The concurrent number of students receiving access cannot exceed the purchased number of licenses by more than 5% or 1,000 students (collectively, “**Overage**”). If Customer’s rostered students exceed the purchased number of licenses by more than 5% or by more than 1,000 students, Customer is obligated to either pay for any licenses that surpass the purchased amount or reduce its number of rostered students. In the event Customer purchases additional licenses, Customer will be issued an invoice for such additional licenses. Additional licenses may be added mid-subscription term and such additional licenses will be for a term concurrent with Customer’s then-current subscription term and will terminate on the same date. Additional licenses rostered prior to January 1 will be priced at the same rate as set forth in the current Agreement, and additional licenses rostered on or after

January 1 will be priced at 50% of the rate as set forth in the current Agreement; in each case, the licenses will be valid only until the end of Customer's current term.

1.5 Implementation Calendar. The standard service term is one year, commencing on July 1, and ending on June 30. Programmatic support services will be provided during the regular, full school year (exclusive of any summer session). Customer may elect to continue updating its roster via Clever Inc.'s Secure Sync service or ClassLink, Inc. Roster Server (each, a "**Rostering Service**") during the summer months after the end of the spring term, but Customer acknowledges that Khan Academy is not required to provide programmatic support for summer school programs.

1.6 Pilot Programs; User Experience Feedback. Khan Academy may offer pilot programs (each a "**Pilot**") or beta features or products (collectively, "**Betas**"). Customer acknowledges that (a) participation in a Pilot or use of Betas may allow Customer to access such Pilot or Betas on a preview basis (including before it is made generally available on the Platform or included in Khan Academy's general service offerings); (b) Betas are offered "as-is" solely for the purposes of Khan Academy testing, evaluating and improving Khan Academy features and applications, including by collecting customer feedback, or for customer evaluation; (c) participation in a Pilot or use of Betas is subject to these TOS or any additional terms Khan Academy may specify; (d) the Betas are still under development, may be inoperable or incomplete and are likely to contain errors or bugs; (e) the Betas may never be made generally available; (f) Khan Academy may charge a fee for use of the Betas, with notice to Customer; (g) Khan Academy does not commit to maintaining any Betas and may change or remove Betas at any time; and (h) Khan Academy is not obligated to provide support for Betas. Customer may stop use of Betas at any time. All information related to a Pilot or Betas constitutes Khan Academy's confidential information. NOTWITHSTANDING ANYTHING TO THE CONTRARY, KHAN ACADEMY IS PROVIDING BETAS "AS-IS" AND DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND.

In connection with a Pilot or use of Betas, Customer, and Customer's participating School Personnel and Students (referred to as "**Authorized Users**") may participate in Authorized User testing activities led by members of Khan Academy's product design team, including but not limited to, by collecting Customer or Authorized User feedback (through surveys, interviews, or classroom visits), or for Customer or Authorized User evaluation ("**Authorized User Experience Feedback**").

2. **District Admin Accounts.**

2.1 Admin Accounts. In order to access the administrator report features of the District Service, Customer must register for one or more accounts for use by School Personnel who will administer the Customer's use of the District Service ("**Admin Accounts**"). Admin Accounts are provided for the sole purpose of oversight, administration, account management and access to District Service administrator features. Any use of an Admin Account for other purposes is not authorized. Admin Accounts are unique to the District Service; if the District Service expires or is otherwise terminated, the Admin Accounts are automatically removed.

2.2 Administrator Reports. Admin Accounts provide access to district-level and school-level data insights via

administrator reports. Usage and performance data will provide views of student account activation and usage as well as skill progress on Khan Academy. Admin Accounts assigned to principals and other school-site administrators will provide access to data for students and teachers in the relevant school, and Admin Accounts provided to district-wide administrators will provide access to Khan Academy data for all the students, teachers, and schools in the relevant district.

2.3 Account Access. Each authorized administrator will register for a separate account. Customer is solely responsible for maintaining the confidentiality of each Admin Account and access credentials for use of the accounts, and Customer accepts responsibility for all activities that occur under such accounts and access credentials. If you have reason to believe that any Admin Account or School Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure of use of the account ID, password or other access credential), then you will promptly notify your designated Khan Academy account representative. You may be liable for the losses incurred by Khan Academy or others due to any unauthorized use of Admin Accounts and/or School Accounts.

2.4 Limitations on Use. The Platform is provided to you solely for educational purposes as part of the instructional program for schools in your LEA. You must use the Platform in compliance with all applicable laws, rules, regulations, and Platform policies. You will not reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the Platform, or access to the Platform.

3. User Accounts.

3.1 User Account Terms. User accounts are provided free of charge to students and other authorized School Personnel. User accounts and use of the Website are governed exclusively by the Khan Academy Website Terms of Service (“**Website TOS**”) and Privacy Policy.

3.2 Use of Student Data; Customer Responsibility for Parental Consents and Notices.

- (a) Customer is familiar with and will be responsible for compliance with the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, “**FERPA**”); and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about users in your LEA (collectively, “**Applicable Privacy Law**”).
- (b) Customer assumes sole responsibility for providing appropriate disclosures to students using Khan Academy for classroom use (“**Students**”) and their parents or legal guardians (“**Parents**”) regarding Student use of the Platform, Khan Academy's Website TOS, these TOS, and Khan Academy's Privacy Policy, including any notices required by the Children's Online Privacy Protection Act of 1998 (“**COPPA**”), FERPA, or other Applicable Privacy Law. Customer is responsible for complying with all Parental notice requirements and Parental requests regarding collection, use and disclosure of Student personal information, except as provided in Section 3.7 (Access Requests).
- (c) Customer assumes sole responsibility for obtaining any consents required from Parents, to the extent required under COPPA, FERPA or other Applicable Privacy Law, in connection with the District Service, use of the Platform for classroom use (including use of Linked Accounts referred to in Section 3.5 (Personal Accounts)), and disclosure of personally identifiable information to Khan

Academy in connection therewith. Customer represents and warrants to Khan Academy that, prior to the creation of School Accounts under Section 3.3 (School Accounts), either:

- i. it has obtained all necessary Parental consents, or
- ii. it has complied and will continue to comply with all applicable requirements of an exemption from or exception to Parental consent requirements, including:
 - under FERPA, Customer has complied and will continue to comply with the “school official” exception, or the “directory information” exception thereunder; and
 - under COPPA, with respect to Students under the age of 13, Customer is acting as the agent of the Parent and consenting on their behalf to the sharing of the Student's personal information.

3.3 School Accounts.

- (a) Account Set-up and Rostering. Each Student and School Personnel requiring access to the Platform for classroom use will be registered with a Khan Academy account associated with your LEA. Khan Academy will facilitate the creation of individual accounts and assign Students to initially designated classes solely at Customer's direction and in accordance with its instructions. Customer is solely responsible for providing Khan Academy with access to complete and accurate information required to facilitate account set-up and fulfill rostering requirements, and for maintaining the accuracy of such data. Such information will include information necessary to separately identify accounts to be held by Students under age 13 and age 13 or above (either, “**Student Accounts**”), and by School Personnel (“**School Personnel Accounts**” and, together with Student Accounts, “**School Accounts**”). Khan Academy will attempt to identify and include in the LEA roster any pre-existing School Accounts that match the rostering data provided by Customer, rather than creating new accounts for those Students and School Personnel. Customer understands and agrees that Students and School Personnel are bound to the Website TOS and these TOS.
- (b) Updates. Rosters will be updated regularly based on updated information provided by Customer. Upon termination of School Personnel employment with your LEA, such School Personnel must return and cease using all login details they have in their possession. If at any time Customer learns that a Student or School Personnel claims to be affiliated with your LEA who is not, in fact, affiliated with your LEA, or that a Parent has refused or rescinded any Parental consent required for Student use of the Website, or otherwise becomes aware of any errors in roster information, Customer will notify Khan Academy and will take prompt action to correct the roster data.
- (c) Use of Clever Secure Sync or ClassLink. Support for rostering and School Account set-up will be provided through a Rostering Service, subject to any limitations in the Applicable Order. Customer acknowledges that use of the District Service is contingent upon Customer rostering through the Rostering Service. Customer's use of the Rostering Service is subject to the terms and conditions of the agreement between Customer and the Rostering Service, and Khan Academy assumes no liability for claims or damages resulting from Customer's use of the Rostering Service. Khan Academy will be acting upon Customer's instructions to roster Students using the data provided to Khan Academy via the Rostering Service. Customer may not change the Rostering Service during the subscription term.

3.4 Integrated Service. Khan Academy may enable you to interact with the Website through, or otherwise

associate the LEA's accounts with, certain third-party services, including third-party rostering, authentication or single sign-on services, such as Google Accounts, ClassLink or Clever, or other sites providing supplemental educational materials, programs or services (each of these, an "**Integrated Service**"). By registering for the Website using (or otherwise granting access to or approving use of) an Integrated Service, Customer agrees that Khan Academy may access, store and use data obtained through the Integrated Service consistent with our Privacy Policy, and may disclose data to the Integrated Service if you use the Integrated Service to receive data. Customer agrees to any and all terms and conditions of the Integrated Service regarding use of the Platform via the Integrated Service. Khan Academy does not endorse any particular Integrated Service, and Customer and associated account holders are solely responsible for interactions with the Integrated Service that occur as a result of accessing the Platform through the Integrated Service. Khan Academy does not control the practices of any Integrated Service, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices. ACCESS AND USE OF INTEGRATED SERVICES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THOSE SERVICES, IS SOLELY AT YOUR OWN RISK.

3.5 Personal Accounts.

- (a) Linked Accounts. Students and School Personnel may have personal accounts (i.e., accounts associated with an email address other than the applicable LEA account or school email address) in addition to School Accounts. Khan Academy may (but is not required to) permit a user to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a user chooses to associate a personal account with their School Account, the two accounts will be deemed "**Linked**" accounts, and the user's learning activity (information regarding use of the Website generated by the user through the use of the Website), whether generated during or outside of the school use, may be viewed by any person with access to either account. "Linked" accounts are not separately functioning accounts; they permit access to a singular Khan Academy account using more than one account interface or set of access credentials. Linked accounts may benefit Students: (i) who want to use the Website for both personal and school purposes; (ii) by allowing School Personnel to have a deeper understanding of Student progress; and (iii) by allowing users to keep track of all of their Khan Academy learning activity on an aggregate basis. The user's election to enable Linked accounts must be made, if at all, in connection with the initial account registration and rostering process for a given school year.
- (b) Khan Academy Activity in Linked Accounts. Upon any termination of the School Account by authorized School Personnel, the Student's or School Personnel's learning activity (including any learning activity from school use) will be retained in any Linked personal account.
- (c) User-Generated Content. Prior to termination of School Accounts, Khan Academy may invite Students, or Parents of Students, or School Personnel, to establish and maintain a personal account for purposes of retaining any content generated or provided and owned by Students or School Personnel under the Website TOS (including such Student's or School Personnel's learning activity). Any such personal accounts will be established under Khan Academy's standard account opening process, including Parent consent for users under the age of 13.

3.6 Student Records. In the course of providing the District Service, Customer may provide Khan Academy

with access to certain Student Records. “**Student Records**” are information relating to a Student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the Student with reasonable certainty, and is (i) provided to Khan Academy by the Customer, Students or Parents of Students, or (ii) collected by Khan Academy from Customer, Students or Parents of Students, in each case, during the provision of the District Service to Customer pursuant to the Agreement. Student Records may include “education records” as that term is defined under FERPA. Customer represents and warrants that it is authorized to provide such data to Khan Academy. Khan Academy confirms that Student Records will be maintained and used in accordance with Khan Academy's Privacy Policy, La. R.S. 17:3914 and any separate data protection agreement, data privacy addendum or similar agreement (a “**DPA**”) entered into by and between Customer and Khan Academy. Student Records shall not include de-identified data or information that has been anonymized, including data regarding a Student's use of the Website.

3.7 Access Requests. Khan Academy shall cooperate and assist Customer in responding to requests made by a Parent or eligible Student for the review of personally identifiable information contained in the related Student Records and to correct erroneous information, consistent with the functionality of the District Service. In the event that a Parent of a Student or eligible Student contacts Khan Academy to review Student Records (other than information that may be accessed in a Parent account that is associated with that Student), Khan Academy may refer the Parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information. Khan Academy may provide direct assistance to the Parent with respect to information that may be accessed in the Parent account.

4. Programmatic Support Services. The District Service includes technology-enabled online services and additional support services. Additional support services provided by Khan Academy personnel described in Sections 4.1 and 4.2 below are referred to as “Programmatic Support Services”.

4.1 Professional Learning. Training will be provided via an asynchronous on-demand course available on the Website. Unless otherwise agreed in writing between the Parties, any additional training and consultations will be identified in the Applicable Order and will be provided remotely, via webinar, conference call or similar online/remote format. To the extent that in-person training is offered, Khan Academy, reserves the right to postpone or substitute with online/remote sessions as may be necessary or prudent for health and safety reasons (including but not limited to Covid risk conditions).

4.2 Relationship Manager. Relationship management is provided via email support and up to one scheduled meeting per month. The role of the relationship manager is to assist with implementation strategy and to act as a liaison to address Customer needs. Requests for technical support will be referred to the Khan Academy customer support team for resolution. Assistance with individual technical support requests will be provided by the Khan Academy customer support team via Khan Academy's online help center. To help provide smooth implementation, the Khan Academy relationship manager will offer the opportunity for a meeting approximately one month after the launch of the District Service. Notwithstanding anything to the contrary, if the Customer is a school (and not a school district), this Section does not apply.

4.3 Technical Support. Technical support for School Personnel is provided by the Khan Academy customer support team via Khan Academy's online help center. School Personnel with support needs will be required to

submit them via an online help center portal. All School Personnel will be tagged based on their district-provided email domain to receive top-tier priority technical support within the Khan Academy help center (this support tier is available to subscribers to the Khan Academy Districts service but is not exclusive to any one district).

5. Course Content; Proprietary Materials.

5.1 Course Content. Customer will select one or more primary subject areas for implementation and Programmatic Support Services, which will be specified in the Applicable Order. In addition, Customer will have access to other available Website content. The Khan Academy partnership manager can assist in providing guidance on how to align Website content for the primary subject area(s) to the scope and sequence of the Customer's specific curriculum. Programmatic Support Services do not include custom alignment or creation of custom content. Requests for custom course curation or new content will be handled by the Khan Academy relationship manager, and resolved in Khan Academy's sole discretion; additional fees may apply.

5.2 Proprietary Materials; Licenses. The Platform is owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional learning resources, and all other elements of the Platform (the "**Services Materials**") are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any content provided and owned by users under the Website TOS, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Platform are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted to users under the Website TOS. For clarity, both Parties acknowledge that the Platform does not include development of any materials specifically for Customer. Khan Academy's District Service is a commercial-off-the-shelf offering and no development of resulting work product is contemplated in the licensing of such District Service to Customer. In no instance shall the District Service be deemed a "Work Made for Hire" or otherwise performed under a "funding agreement." The District Service to be provided does not relate to real property, use of mechanics or laborers, or the provision of physical goods.

5.3 Permitted Use: Prohibited Conduct. Subject to these TOS and Customer's payment of all applicable fees for the District Service, School Personnel may access and use the District Service, solely through their School Accounts, and solely for Customer's educational purposes. You shall not, nor permit any of your Students or School Personnel to, use, or permit the use of, the educational videos, exercises, and related supplementary materials that are owned by Khan Academy or its third-party licensors (the "**Licensed Educational Content**") made available on the Website, or any educational, user-readable source code in connection with the "Computer Science" modules or exercises available on the Website (the "**Licensed Educational Code**"), except as permitted under, and pursuant to, the Website TOS. You shall not, nor permit any of your Students or School Personnel to, engage in any conduct using the Website that is "Prohibited Conduct" under the Website TOS.

6. **Confidentiality**. Except to the extent required to be disclosed under an applicable public records or open records statute, your Account Terms, any quotes or proposals relating to your account, and any product, security or compliance documentation provided to you, include information that is proprietary and confidential to Khan Academy. You will keep such terms, quotes, proposals or documentation confidential, and agree to not disclose

such terms, quotes, proposals or documentation to any third party, to the fullest extent permitted by law. In the event Customer receives a public records or open records request, Customer shall promptly notify Khan Academy, and Customer shall provide Khan Academy with the opportunity to redact the requested information as permitted under statute.

7. Indemnification.

7.1 Intentionally Omitted.

7.2 Indemnification Process. All indemnification obligations under the Agreement are dependent upon the indemnified Party providing the indemnifying Party with: (a) prompt notice of an indemnifiable claim; (b) exclusive control over the defense and settlement of the indemnifiable claim (provided that a claim will not be settled without the prior written consent of the indemnified Party, which consent will not be unreasonably withheld, conditioned or delayed); and (c) reasonable cooperation in the defense and settlement of such indemnifiable claim (collectively, "**Indemnification Process**").

8. Disclaimers; No Warranties.

8.1 No Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 9 (LIMITED WARRANTY), THE PLATFORM, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE PLATFORM (COLLECTIVELY, THE "**KHAN ACADEMY OFFERINGS**"), ARE PROVIDED ON AN "AS-IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE KHAN ACADEMY PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN PARTICULAR, KHAN ACADEMY AND THE KHAN ACADEMY PARTIES DO NOT WARRANT THAT THE KHAN ACADEMY OFFERINGS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. KHAN ACADEMY EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM RELIANCE ON THE DATA THAT MAY BE ACCESSED IN THE ADMINISTRATOR REPORTS OR PRESENTED IN ANY USAGE REPORTS OR INSIGHTS THAT KHAN ACADEMY MAY SHARE REGARDING YOUR USE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KHAN ACADEMY OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

8.2 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF DATA, CONTENT, AND MATERIALS, IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

8.3 Limitations Under Applicable Law. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

9. **Limited Warranty.** Khan Academy warrants, during the Term, that the District Service delivered by Khan Academy, when used in accordance with the terms of the Agreement, will substantially perform in accordance with the District Service Documentation made available to Customer by Khan Academy. “**Documentation**” means the description of services set forth in the Agreement, including technical specifications, but excludes any marketing materials or brochures. If the District Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Reseller, and Reseller provides such notice to Khan Academy within 30 days of discovery of such non-conformity, then Customer’s sole and exclusive remedy is that Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) have Reseller terminate the Agreement with respect to the non-conforming District Service and provide Customer a refund representing the portion of any fees previously paid by Customer for the unused portion of the terminated District Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the District Service resulting from (a) use of the Platform in a manner not in accordance with the Documentation, these TOS or the Website TOS; (b) faults or liabilities disclaimed pursuant to these TOS or the Website TOS; (c) improper or inadequate maintenance of Customer’s own computers or other internet accessible devices including tablets, computer networks, operating environment, security programs, and internet connections; or (d) abuse of the Platform.

10. **Limitation of Liability and Damages.**

10.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL KHAN ACADEMY OR THE KHAN ACADEMY PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TOS, THE WEBSITE TOS, YOUR USE OF (OR INABILITY TO USE) THE KHAN ACADEMY OFFERINGS OR ANY OTHER INTERACTIONS WITH KHAN ACADEMY OR WITH THIRD PARTIES THROUGH OR IN CONNECTION WITH THE KHAN ACADEMY OFFERINGS, INCLUDING OTHER USERS, EVEN IF KHAN ACADEMY OR A KHAN ACADEMY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, KHAN ACADEMY’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10.2 Limitation of Damages. IN NO EVENT WILL KHAN ACADEMY’S OR ANY KHAN ACADEMY PARTY’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TOS, THE WEBSITE TOS, YOUR USE OF THE PLATFORM OR ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER PLATFORM USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE GREATER OF THE ACTUAL AMOUNT PAID BY YOU, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST CLAIM, OR ONE HUNDRED DOLLARS

(\$100.00).

11. Modification of Terms.

11.1 Terms Subject to Change. Except as provided in Section 11.2 (Material Changes) below, Khan Academy reserves the right, at its discretion, to change, modify, add, or remove any portion of the Website TOS or these TOS at any time. Please check the Website TOS and any Guidelines periodically for changes to the Website TOS. Your continued use of the Platform after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Website TOS or these TOS, Khan Academy will provide notice to you of such amended terms, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) 30 days after Khan Academy makes a reasonable attempt to provide you such notice, including by posting amended terms on the Platform. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately.

11.2 Material Changes. Khan Academy will not make any material change to these TOS, or change how personal information contained in Student Records is used or shared under these TOS during the term of the Agreement, without notice to LDOE's data privacy manager at EdTech@la.gov. If a change with respect to how personal information contained in Student Records is used or shared under the Website TOS or these TOS has a material adverse impact on Student users or Customer, and Customer does not agree to the change, Customer must notify Reseller (as applicable) and Khan Academy within 30 days of receiving the notice of change as described under Section 13.1 (Miscellaneous - Notices) below. If Customer notifies Reseller (as applicable) and Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the District Service is renewed, it will be renewed under Khan Academy's then current TOS and Website TOS. Disputes arising under these TOS ("**Dispute**") will be resolved in accordance with the version of these TOS or Website TOS in place at the time the Dispute arose.

12. Termination.

12.1 Termination by Customer. Customer's only remedy with respect to any dissatisfaction with (i) the Platform, (ii) any term of these TOS or the Website TOS, (iii) the District Service, (iv) any policy or practice of Khan Academy in operating the Platform, or (v) any content or information transmitted through the Platform, is to terminate these TOS, the Website TOS and Customer's School Accounts and Admin Accounts. Customer may terminate the Agreement at any time by providing written notice to your Reseller (as applicable) and designated account representative, with any outstanding fees due upon the termination. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the then current term. Unless Customer otherwise directs Reseller (as applicable) and Khan Academy in writing, termination of the District Service will not result in deletion of School Accounts or Student Records in such Accounts. It is the responsibility of the Participating Districts to notify Khan Academy if they are seeking to purge any or all School Account records at termination of the Agreement.

12.2 No Refunds. Customer understands and agrees that, except in the case of cessation of (i) Website services, (ii) a termination at the option of Khan Academy pursuant to Section 9 (Limited Warranty), or (iii) to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or

notice of cancellation of the Agreement. In the event of an early cancellation due to any of (i) through (iii) of this Section, Customer is responsible for the greater of all amounts due and payable (a) for all services provided to Customer before the date of early cancellation without proration (with a prorated refund for any payments for services that were to be provided from the date of early cancellation) or (b) to the greatest extent permitted by law. The Parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate. Any unused relationship management support and professional learning sessions expire on June 30th of each school year.

12.3 Termination by Khan Academy. Khan Academy reserves the right to terminate the District Service at any time if Customer does not comply with these TOS, including in the case of non-payment. Khan Academy may terminate any School Account or Admin Account (or any part thereof) in accordance with the Website TOS, and reserves the right at any time and from time to time to modify or temporarily discontinue the Website (or any part thereof) with or without notice. These remedies are in addition to any other remedies Khan Academy may have at law or in equity.

12.4 Data Access. Admin Account access will be terminated at the end of the subscription term, unless the Customer account has been renewed. Upon termination, Khan Academy may delete Admin Accounts and associated district-level administrator reports in accordance with the Agreement and Khan Academy's Privacy Policy. It is Customer's sole responsibility to request renewal of the Agreement to maintain continued access to Customer's account and its associated data.

13. Miscellaneous.

13.1 Notices. Any notice required under the Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either Party as designated in the Agreement, (iv) delivered by email to the email address specified herein or in the Applicable Order, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section. For clarity, any notice to be provided to Reseller must also be provided to Khan Academy (to the extent Applicable Orders are placed through Reseller).

Notices to Khan Academy:

Khan Academy, Inc.

P.O. Box 1630

Mountain View, CA 94042

Email: notices@khanacademy.org for the purposes of Khan Academy. If a physical notice is sent, a copy shall be provided to such email address.

Notices to Customer will be sent to the email address and/or mailing address set forth in the "Contact Information" section of the Applicable Order or Agreement, or if left blank, the address on file with Khan Academy.

13.2 Independent Contractor. No agency, partnership, joint venture, or employment is created as a result of the Agreement and neither Party has any authority of any kind to bind the other in any respect whatsoever.

13.3 Waiver. The failure of Khan Academy to exercise or enforce any right or provision of these TOS or the Website TOS will not constitute a waiver of such right or provision. Any waiver of any provision of these TOS or the Website TOS will be effective only if in writing and signed by Khan Academy.

13.4 Force Majeure. Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under the Agreement (except for a failure to pay fees) that is due to events beyond its reasonable control, such as, explosions, wars, sabotage, acts of terrorism, riots, acts of God, epidemics, pandemics, riots, civil commotions, acts of government authorities, changes in laws or regulations, strikes or other labor disputes, failure or diminishment of power or telecommunications or data networks or services, acts or omissions of Internet traffic carriers, or natural disasters (such as fires, hurricanes, severe storms, earthquakes, floods).

13.5 Governing Law and Venue. Unless the law of the jurisdiction where Customer is domiciled requires otherwise, the Parties intend that the Agreement be construed and controlled by the laws of the State of Louisiana, without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to the Agreement. Any litigation arising out of the Agreement must be conducted in courts located in the 19th Judicial District Court, Parish of East Baton Rouge, Louisiana. Customer consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Khan Academy shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

13.6 Dispute Resolution. In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). Any Notice of Dispute must be sent as provided in Section 13.1 (Notices). You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. If any such dispute is not resolved through informal negotiation within 60 days from the date the Notice of Dispute is sent, then any such claim or controversy arising out of this Agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

13.7 Severability. If any provision of these TOS or the Website TOS is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these TOS or the Website TOS to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

13.8 Publicity. Customer consents to Khan Academy's use of (and references to) Customer's name in Khan Academy's customer lists and marketing materials.

13.9 Assignment. Customer may not assign the Agreement to any third party without Khan Academy's prior written consent, which consent shall not be unreasonably withheld. The Agreement binds and inures to the

benefit of each Party and its respective successors and approved assigns, if any.

13.10 No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party.

13.11 Representation of Signatories. Each person signing the Agreement and any Applicable Order or other contract for services associated herewith or governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective Party.

13.12 Counterparts. The Parties may execute the Agreement, or amendments, modifications, alterations or changes ("**Modifications**") to the Agreement, in counterparts, each of which is or shall be an original, and the counterparts constitute one and the same Agreement, or shall constitute one and the same Modification to the Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

13.13 Entire Agreement. The Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of the Agreement. The terms of the Agreement apply to all subscriptions. If Customer issues a purchase order, then any such purchase order is for its internal purposes only, and any purchase order terms that conflict with (or purport to change the terms of the Agreement or any Applicable Order issued by Khan Academy) will have no effect. The Agreement (as of the Effective Date) and any Modifications to the Agreement will only be effective if executed by both Parties. Where Customer makes any Modifications to the Agreement after the Agreement or Modifications thereto has been executed by Khan Academy, the Agreement and/or Modifications thereto will be null and void. In no event will any Modifications to the Agreement (whether handwritten, electronically, or otherwise) be effective unless both Parties have executed a written agreement agreeing to those Modifications.

13.14 Survival. Upon termination of these TOS, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 1.2 (Payment), 2.4 (Limitations on Use), 3.5 (Personal Accounts), 3.6 (Student Records), 5 (Course Content; Proprietary Materials), 6 (Confidentiality), 7 (Indemnification), 8 (Disclaimers; No Warranties), 10 (Limitation of Liability and Damages), 12.2 (No Refunds), and 13 (Miscellaneous).

LDOE_09.24.2024_KAD_TOS_08.27.2024

Khanmigo Addendum

Set forth below is the Khanmigo Addendum (“**Addendum**”) made between Khan Academy and Customer. This Addendum governs the use of certain new features, technologies, or services in development (“beta” previews or otherwise experimental prototypes) of Khan Academy’s artificial intelligence (“**AI**”)–enabled learning guide and AI-enabled learning activities (“**Khanmigo**”). Terms used but not defined herein have the meanings assigned in the agreement currently in effect governing the Participating District’s subscription for the Khan Academy District service (“**Customer Agreement**”).

1. Pilot Program.

1.1 Purpose. Customer understands and acknowledges that Khanmigo is offered as part of a pilot program (“**Khanmigo Pilot**”) that will allow Customer to access Khanmigo Pilot, a Beta. Customer acknowledges that access to Khanmigo Pilot is being offered on a pilot basis to enable Khan Academy to test, evaluate, modify and improve AI-enabled features and their classroom applications, including by collecting Customer feedback on Khanmigo Pilot.

1.2 Customer Participation. In connection with Khanmigo Pilot, Customer, and Customer’s participating School Personnel and Students (referred to as “**authorized Users**”) will participate in authorized User testing activities led by members of Khan Academy’s product design team (“**authorized User Experience Feedback**”). Customer will: (i) identify specific authorized Users for participation in the feedback program (“**Participants**”), and connect the applicable Khan Academy contact person with these Participants; (ii) collaborate with Khan Academy to communicate with the Participants about the expectations and benefits of Khanmigo Pilot for Districts and authorized User Experience Feedback, including interviews with Participants, classroom observations, surveys, and testing sessions for new features; (iii) identify a cohort of School Personnel to participate in monthly virtual conversations; (iv) participate in user experience surveys to be filled out by both Students and School Personnel, at least two for Students and four for School Personnel; and (v) coordinate with Khan Academy to enable classroom observations by Khan Academy personnel at least twice per academic year. Such classroom observations will be in person or virtual, depending upon the needs of the Customer and Khan Academy.

1.3 Feedback. Khan Academy encourages and welcomes your feedback on Khanmigo Pilot. As part of Khanmigo Pilot, Customer, and Customer’s authorized Users, may identify errors or bugs, may provide feedback on the user experience, and provide other ideas, suggestions, guidance or other information related to Khanmigo Pilot (collectively, deemed “**Feedback**”). Khan Academy may solicit Feedback from Customer, the Participating Districts, and from Participants via surveys, interviews, observations, or other interactions. Customer, the Participating Districts, and their authorized Users may also provide Feedback to Khan Academy by labeling Output (as defined in Section 4.1 (User-Generated Content)) with a thumbs up or thumbs down, or otherwise directly offering Feedback in the Khanmigo Pilot feature itself or otherwise. By submitting suggestions or other Feedback, Customer, and Customer on behalf of the Participating Districts, agree that Khan Academy (or its licensees) can (but do not have to) use, share, and otherwise exploit such Feedback for any purpose without compensation to Customer or the Participating Districts.

1.4 **Token Limits.** Customer acknowledges that: (i) each authorized User is subject to individual daily limits for tokens ("**Daily Individual Allocation**"); (ii) Khanmigo Pilot token usage (and access to Khanmigo Pilot) is subject to the Daily Individual Allocations; (iii) the Daily Individual Allocations expire daily; and (iv) Khan Academy may throttle usage of tokens by Customer or its authorized Users to prevent depletion of Daily Individual Allocations, or as otherwise needed to manage spikes (also referred to as bursts) or other events impacting performance, capacity, safety, or security.

2. School Access.

2.1 **Eligible Accounts.** Khanmigo Pilot will be enabled on certain accounts for School Personnel and, if eligible, Students that are included in current subscriptions for the Khan Academy District service. Use of Khanmigo Pilot is governed by the Customer Agreement and this Addendum.

2.2 **Access to Khanmigo Pilot.** Khan Academy will provide access to Khanmigo Pilot at Customer's direction and in accordance with its instructions. Customer shall specify the School Personnel (and, if Students are included, the Students and classes) who are authorized to access Khanmigo.

2.3 **Incorporated Guidelines.** When using Khanmigo Pilot, you will be subject to any additional posted Guidelines Khan Academy provides. It is your obligation to educate participating School Personnel and, if eligible, Students on responsible use of AI in general and Khanmigo Pilot specifically, and in accordance with your school policies. Khan Academy strongly encourages that you require authorized Users to review any available guidance Khan Academy provides, including guidelines provided pursuant to this Section, prior to accessing Khanmigo Pilot. For instance, authorized Users should be aware that Khanmigo Pilot may make mistakes and the authorized User needs to fact check the response provided (referred to as Output, and defined in Section 4.1 below (User-Generated Content)).

2.4 **Management of User Accounts.** For Khanmigo Pilot for Districts authorized User Accounts, (i) Participating Districts will first roster Students and School Personnel for Khan Academy Districts through their Rostering Service to set up the School Accounts; (ii) Participating Districts will identify a specific individual responsible for Khanmigo Pilot for Districts implementation and overall rostering maintenance ("**Implementation Lead**"); (iii) subject to the Khanmigo Pilot for Districts "Service Order Information" section in the Customer Agreement, Participating Districts will then provide Khan Academy with a list of the Participating District's authorized Users eligible for Khanmigo Pilot for Districts, where any Student Account with Khanmigo Pilot for Districts enabled will also identify the corresponding teacher that has Khanmigo Pilot for Districts enabled ("**Identified Khanmigo Pilot Users**"); (iv) Khan Academy will then activate those accounts by acting on the Participating District's instructions for Identified Khanmigo Pilot Users; (v) the Participating District will timely validate proper activation; and (vi) throughout the Term, the Participating District will ensure that all Students with Khanmigo Pilot for Districts – Student Tutor have a teacher with Khanmigo Pilot for Districts - Teaching Assistant. For the allocation of Admin Accounts, the Participating District may determine whether to allocate to a school administrator or district administrator. If the Participating District wishes to obtain additional seats for administrators, then such additional seats will need to be licensed Khanmigo Pilot for Districts - Teaching Assistant authorized User accounts.

3. Use of Khanmigo.

3.1 **Permitted Use; Prohibited Conduct.** As with other elements of the Khan Academy District service, access to Khanmigo Pilot is provided solely for the Participating District's educational purposes, as an aid to classroom instruction and to guide learners in mastery learning. You must use Khanmigo Pilot in compliance with all applicable laws, rules, and regulations. You shall not, nor permit any of your authorized Users to, engage in any conduct using the Website that is "Prohibited Conduct" under the [Website TOS](#) or otherwise prohibited under this Section 3.1. In addition, you shall not use Khanmigo Pilot in a manner that violates any OpenAI policy, including their [Sharing & Publication policy](#) and [Usage policies](#). The following uses of Khanmigo Pilot are considered Prohibited Conduct:

- Use of Khanmigo Pilot to generate the following types of content: hate speech or hateful content; defamatory or discriminatory content, including references about religion, race, sexual orientation, gender, nationality, or ethnic origin; unlawful or promoting unlawful activity; harassment; promotion or glorification of violence; promotion or depiction of self-harm or harm to individuals, organizations or society; sexually explicit content; misleading political speech; electoral or political campaign materials; false or misleading content; misinformation; malware or other software intended to cause harm; or any content that would infringe upon the intellectual property rights of others.
- Use of Khanmigo Pilot to commit any act of educational dishonesty, or to mislead any person that Output generated through use of AI features included in Khanmigo Pilot is human-generated.
- Use of Khanmigo Pilot for assessment purposes or to make decisions about a Student or School Personnel.
- Participation in any prompt injection attack or other attempt to interfere with intended functionality of Khanmigo Pilot.

Khan Academy reserves the right, but does not have any obligation, to, in its sole discretion, determine whether any AI content violates Khan Academy Prohibited Conduct terms, and can refuse, remove, or edit such AI content, and may remove access to Khanmigo Pilot at any time for non-compliance with these terms.

3.2 **Privacy Guidance.** Khanmigo Pilot enables users to interact with a "large language model", an AI tool developed and maintained by OpenAI, a third-party developer. While Khanmigo Pilot places some constraints on use of the underlying model, such constraints are still in development and cannot be relied upon to screen user queries or filter responses that are returned to users. Khanmigo Pilot is not intended to be used to process personally identifiable information. **YOU ARE ADVISED NOT TO, AND TO INSTRUCT YOUR AUTHORIZED USERS NOT TO, INCLUDE ANY PERSONALLY IDENTIFIABLE INFORMATION IN INPUTS SUBMITTED TO KHANMIGO PILOT.**

3.3 **Student Use.** School Personnel whose students have Student Accounts which include access to Khanmigo Pilot are responsible for educating their students on responsible use of Khanmigo Pilot, including Prohibited Conduct, refraining from submitting any personally identifiable information in Input (as defined in Section 4.1 (User-Generated Content)) submitted to Khanmigo Pilot, and avoidance of plagiarism. You have the obligation to monitor and approve the use of Khanmigo Pilot for Student users, and Khan Academy strongly recommends adult oversight. In all instances, you will ensure that all Student Accounts with access to Khanmigo Pilot have a teacher with Khanmigo Pilot for Districts - Teaching Assistant. In other words, Khanmigo Pilot for

Districts - Teaching Assistant is a precondition for implementing Khanmigo Pilot for Districts - Student Tutor. In other words, you cannot have Khanmigo Pilot for Districts - Student Tutor without implementing Khanmigo Pilot for Districts - Teaching Assistant, and all students accessing Khanmigo Pilot need to have a teacher with Khanmigo Pilot for Districts - Teaching Assistant.

3.4 School Personnel Use. School Personnel should apply their judgment and discretion in use of all Khanmigo Pilot activities (including but not limited to essay features) and should not rely solely (nor predominantly) on a feature for assessing a Student's performance. Khanmigo Pilot is a tool that assists School Personnel, and is not a replacement for the unique role of humans. As a part of Khanmigo Pilot for Districts, Khan Academy makes training resources available for School Personnel to learn about Khanmigo Pilot and use of AI within education. Khan Academy also recommends School Personnel view its AI course on its Website.

3.5 Features in Development: "As-Is" Terms; No Guarantees; No Representation or Warranties. Khanmigo Pilot includes new technologies and features that are at an early stage of development, often referred to as alphas, betas, previews, or prototypes. Some of the features are still being developed and tested, are known to make errors and to provide incorrect information at times, and may have other bugs. Khanmigo Pilot may not become fully developed or generally available. Khan Academy does not commit to maintaining Khanmigo Pilot, or any specific tools or features thereof, and may change, add or remove specific tools, and features, and Khanmigo Pilot, at any time. Customer understands that Khan Academy is not obligated to provide support for Khanmigo Pilot. CUSTOMER ACKNOWLEDGES AND AGREES THAT KHANMIGO PILOT MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, MAY MAKE ERRORS (INCLUDING, WITHOUT LIMITATION, MATH ERRORS), MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND HAVE OTHER LIMITATIONS. CUSTOMER AND PARTICIPATING DISTRICTS SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT CONTAIN MATERIAL INACCURACIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CUSTOMER AGREEMENT, KHAN ACADEMY IS PROVIDING KHANMIGO PILOT "AS-IS", AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 3.5 AND ANY OTHER TERMS OF THE CUSTOMER AGREEMENT, THIS SECTION 3.5 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO KHANMIGO PILOT.

4. AI Aided Content.

4.1 User-Generated Content. You (and your authorized Users) may provide input to Khanmigo Pilot ("**Input**"), and receive output generated and returned by Khanmigo Pilot based on the Input ("**Output**"). Input and Output are collectively "**AI Content**". AI Content is subject to the terms applicable to User Content set forth in Section 5 (User Content License Grant) of the [Website TOS](#). For clarity, AI Content is User Content. Customer (on its own behalf and on behalf of Participating Districts) acknowledges that due to the nature of machine learning and the technology powering Khanmigo Pilot, Output may not be unique and the same or similar output may be provided to other users. Without limiting the terms of the Website TOS, you are responsible for the AI Content that you and your authorized Users generate, including for ensuring that you or they have rights to

submit the Input and that such use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or this Addendum.

4.2 Personal Use and Sharing. Khanmigo Pilot is intended for personal use and not to generate content for broad-based publication. The authorized User is responsible for reviewing Outputs and double checking Outputs with reputable sources. Authorized Users may choose to share AI Content they generate for any legal, personal, non-commercial purpose, under the following conditions: (i) the role of AI in formulating the content is clearly and prominently disclosed; (ii) the content is attributed to the authorized User by name, or your organization; (iii) topics of the content do not violate Khan Academy's terms on Prohibited Conduct; and (iv) the authorized User directly reviews the AI Content to ensure compliance with this Addendum. Khan Academy kindly asks that Customer and Participating Districts refrain from sharing Outputs that may offend others.

4.3 Force Majeure. If Khan Academy is unable to provide Khanmigo Pilot by reason of being unable to obtain access to services required to operate Khanmigo Pilot, or by reason of any law, regulation or administrative order, or by reason of any other cause beyond its reasonable control, Khan Academy may modify, suspend or terminate access to Khanmigo Pilot for such time as is reasonably necessary to address the cause. If Khan Academy is unable to restore access to Khanmigo Pilot within 30 days ("**Resolution Period**"), then Customer may notify Khan Academy after such Resolution Period of its intent to terminate its Khanmigo Pilot subscription. Customer's sole and exclusive remedy to any such termination exercised under this Section 4.3 (Force Majeure) is to obtain a pro-rata refund representing the portion of any fees previously paid by Customer for the unused portion of Khanmigo Pilot measured from the effective date of termination.

LDOE_09.24.2024_KHANMIGO_DIST_08.12.2024

Khanmigo Teacher Tools Addendum

Khan Academy Inc., a 501(c)(3) organization (“**Khan Academy**” or “**we**” or “**us**”) is introducing an expanded set of AI-enabled teacher tools (“**Khanmigo Teacher Tools**”) and will be including these as standard features on all teacher and administrator accounts included in the Khan Academy District service.

Set forth below is the Khanmigo Teacher Tools Addendum (“**Addendum**”) made between Khan Academy and Customer. Terms used but not defined herein have the meanings assigned in the Customer Agreement. Except as amended and supplemented by this Addendum, the terms of the current Customer Agreement remain the same.

1. Khanmigo Teacher Tools. Khanmigo Teacher Tools includes tools specifically designed for teachers, and premium features available for Khan Academy District service customers. Khanmigo Teacher Tools are solely for the teacher’s independent use. Beginning with the 2024-2025 school year, Khanmigo Teacher Tools will be included as standard features for all teacher and administrator accounts included in the Khan Academy District service, including for any renewal of the Customer Agreement.

2. Account Access. Teachers, school leaders, aides or other similar personnel who have Khanmigo enabled pursuant to the Customer Agreement will continue to have access to their current Khanmigo experience, which will include improved teacher tools. Teachers, school leaders, aides or other similar personnel who are currently included in Customer’s Khan Academy Districts roster without Khanmigo enabled on their accounts will have the Khanmigo Teacher Tools automatically enabled on their accounts.

3. “As-Is” Terms

3.1 “As-Is” Terms. THE LIMITED WARRANTY PROVIDED FOR THE DISTRICT SERVICE DOES NOT APPLY TO KHANMIGO TEACHER TOOLS. KHAN ACADEMY IS PROVIDING KHANMIGO TEACHER TOOLS “AS-IS”, AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 3.1 AND ANY OTHER TERMS OF THE CUSTOMER AGREEMENT, THIS SECTION 3.1 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO KHANMIGO TEACHER TOOLS.

3.2 Features Subject to Change. Khanmigo Teacher Tools include new technologies and features that are at an early stage of development, often referred to as alphas, betas, previews or prototypes. Some of the features are still being developed and tested. Khan Academy may change, add, or remove specific tools and features at any time and does not commit to maintaining Khanmigo Teacher Tools, or any specific tools or features thereof.

LDOE_09.24.2024_KHANMIGO_TEACHER_TOOLS_DIST_08.12.2024

STUDENT DATA PRIVACY ADDENDUM

between

the LEA named herein

and

KHAN ACADEMY, INC., a 501(c)(3) organization

a vendor provided DPA

This Student Data Privacy Addendum (“**DPA**”) is incorporated by reference into the Service Agreement (as defined in **Exhibit “C”** [the “**Definitions**”]) entered into by and between the customer (on behalf of certain schools, districts and parishes) located solely within the United States set forth below (hereinafter referred to as “**LEA**”) and Khan Academy, Inc. (hereinafter referred to as “**Provider**”) effective as of October 1, 2024 (“**Effective Date**”).

WHEREAS, the Provider is (or will be) providing educational or digital services to LEA under the terms set forth in the Service Agreement;

WHEREAS, the Provider and LEA recognize the need to protect student Personally Identifiable Information and other regulated data exchanged between them as required by applicable United States laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), Protection of Pupil Rights Amendment (“**PPRA**”) 20 U.S.C. §§ 1400 et. seq., and applicable state privacy laws and regulations including La. R.S. 17:3914; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. This DPA describes the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to such Student Data.
2. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
3. Notices. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

For the Khan Academy District Service:

Jason Hovey, Director of School Partnerships

Khan Academy, Inc.

P.O. Box 1630, Mountain View, CA 94042

districts@khanacademy.org

All legal notices shall also be sent by email to notices@khanacademy.org.

The designated representative for the LEA for this DPA is:

Name:

Title:

Address:

Email:

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ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time. This DPA supplements the Service Agreement and together with the Service Agreement is collectively referred to as the “**Agreement**”.
2. **Services to Be Provided.** Pursuant to and as fully described in the Service Agreement, Provider offers the Services as set forth in **Exhibit “A”** hereto. Provider may update the description of the Services from time to time to reflect new products, features, or functionality comprised within the Services. Provider will update relevant documentation to reflect such changes.
3. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the “**Schedule of Data**”, attached hereto as **Exhibit “B”**.
4. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. With respect to the treatment of Student Data, in the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Privacy Policies, etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA, or the party who provided such data (such as the student or their parent). The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA, or the party who provided such data (such as the student or their parent).
2. **Exemptions under FERPA.** LEA is familiar with and agrees to be responsible for compliance with applicable laws governing the LEA’s disclosure of Personally Identifiable Information in Education Records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA (“**FERPA Exemption(s)**”), including the exemption for Directory Information (“**Directory Information Exemption**”) or School Official exemption (“**School Official Exemption**”). For the purposes of FERPA, to the extent Personally Identifiable Information from Education Records are transmitted to Provider from LEA or from students using accounts at the direction of the LEA, Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, provided, that certain information provided to Provider by LEA about a student, such as student name and grade level, may be considered Directory Information under FERPA and thus not an Education Record.
3. **Parent Access.** To the extent required by law, the LEA shall establish reasonable procedures by which a parent or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, if supported by the functionality of Services. For the purposes of this DPA, parent refers to the parent or legal guardian of the student. Provider shall respond in a reasonably timely manner (and pursuant to the time frame required under state law for an LEA to respond to a parent or student) to the LEA’s request for Personally Identifiable Information contained in a student’s School Account to

view or correct as necessary, consistent with the functionality of the Services. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information, provided, that parents may establish parent accounts associated with their child's account, and Provider may provide direct assistance to students and their parents relating to access to information displayed in the student's Khan Academy account, consistent with the functionality of the Services.

4. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall comply with applicable laws relating to the transfer of Student-Generated Content to a Khan Academy account held by the student or their parent. In addition, prior to deletion of Student Data at the direction of the LEA, Provider may transfer said account or Student-Generated Content to a Khan Academy account controlled by the student or their parent.
5. **Law Enforcement Requests.** Should law enforcement or other government entities (“**Requesting Party(ies)**”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall redirect such third party to request the data directly from the LEA, unless and to the extent that Provider reasonably believes it must grant such access to the third party because the data disclosure is necessary: (i) pursuant to a court order or legal process; (ii) to comply with statutes or regulations; (iii) to enforce the Agreement; or (iv) if Provider believes in good faith that such disclosure is necessary to protect the rights, property or personal safety of Provider’s users, employees or others. Provider shall notify the LEA in advance of a compelled disclosure to a third party, unless legally prohibited.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time, including any laws referred to in the Exhibits hereto (collectively “**Applicable Laws**”). LEA shall uphold its responsibilities under Applicable Laws, including to grant Provider access to such data only to the extent permitted by Applicable Laws. For clarity, the LEA shall not provide any data in violation of Applicable Laws and shall not provide Personally Identifiable Information beyond that which is identified in Exhibit B, unless otherwise agreed by the Parties in writing. At Provider’s request, LEA will designate an employee or agent of LEA as the LEA representative for the coordination and fulfillment of LEA’s duties under this DPA.
2. **Annual Notification of Rights.**
 - a. The LEA acknowledges that under the Service Agreement, the LEA is responsible for providing appropriate disclosures to students and their parents regarding disclosure of Student Data to Provider and student use of the Services, including any notices required by the COPPA, FERPA, or other Applicable Laws, and that, prior to creation of School Accounts, the LEA will either obtain any parent consent or comply with an applicable exemption from or exception to parental consent requirements for opening School Accounts for students and use of the Service.
 - b. If LEA is providing Directory Information or any Education Record to Provider, LEA shall:

- i. comply with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the LEA deems to be Directory Information and may be disclosed and allowing parents and eligible students a reasonable amount of time to request that schools not disclose Directory Information about them; and/or
 - ii. comply with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines "School Official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Provider; or
 - iii. obtain all necessary parental or eligible student written consent to share the Student Data with Provider, in each case, solely to enable Provider's operation of the Service.
- c. If LEA is relying on the Directory Information exemption, LEA shall not provide information to Provider from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. Provider depends on LEA to ensure that LEA is complying with the FERPA provisions regarding the disclosure of any Student Data that will be shared with Provider.

3. **Reasonable Precautions.** LEA shall take reasonable physical, technical, and administrative precautions consistent with industry standards designed to secure usernames, passwords, and any other means of gaining access to the Services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized use of (or access to) the Services. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply in all material respects with all applicable U.S. federal and state laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time, applicable to Provider in providing the Service to LEA. For clarity, the parties may identify the specific applicable state laws, rules, and regulations in this DPA, including La. R.S. 17:3914.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than to provide the Services, for purposes authorized by the Services Agreement and/or otherwise legally permissible. The foregoing limitation does not apply to De-Identified Data.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider shall not make any re-disclosure of any Student Data in a manner that directly identifies an individual student to any other entity other than LEA, except: (i) as directed or permitted by the LEA or this DPA, including as authorized under statutes referred to herein; (ii) to authorized users of the Services, including students and their parents; (iii) as directed or permitted by the user in accordance with the intended functionality of the Services; (iv) as permitted by law; or (v) to protect the safety or integrity of users or others, or the security of the Services. This prohibition against disclosure shall not apply to De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors or agents performing services on behalf of (or in conjunction with) the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** De-Identified Data may be used by the Provider for any lawful purpose including, but not limited to, development, adaptive learning and customized student learning, research, and improvement of educational sites, services, and applications, and to demonstrate market effectiveness of the Services. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Provider agrees not to attempt to re-identify De-Identified Data retained after termination of the relevant user account.
6. **Disposition of Data.**
- a. Upon written request from the LEA, Provider shall dispose of Student Data obtained under the Service Agreement. Provider shall respond to such a request for disposition in a reasonably timely manner (and pursuant to any time frame required under state law). Upon termination of the Service Agreement, if no written request from the LEA is received, individual user accounts will remain open and available for use for other educational purposes. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
 - b. In addition to complying with disposition requests made by the LEA, Provider will dispose of Student Data: (i) when the Student Data is no longer needed for the purpose for which it was received; (ii) in accordance with its disposition policy; or (iii) as required by law.
 - c. The duty to dispose of Student Data shall not extend to Student Data that has been De-Identified or placed in an account controlled by a student or their parent pursuant to Article II, Section 3 (**Parent Access**).
 - d. Prior to disposition of Student Data at the direction of the LEA under this section or Article II, Section 4 (**Separate Accounts**), Provider may permit users or parents to maintain the Khan Academy Website account as a personal account for purposes of retaining any content generated or provided by the user (including Learning activity). Certain account controls, including the ability to modify the account profile or delete the account, may be exercisable by the teacher that created the account, by the student account holder or their parent. Requirements relating to transfer of data will be satisfied by the ability to maintain a personal account or establish a personal login credential to allow the student to maintain their account. Account transfer may not be available for some types of accounts due to limitations inherent in the functionality of the Services.
7. **Advertising Limitations.** Unless authorized by LEA or parent, Provider is prohibited from using, disclosing, or selling Personally Identifiable Information contained in Student Data to: (a) serve Targeted Advertising to students; or (b) develop a profile of a student for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data: (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); (ii) to make product recommendations to teachers or LEA employees; (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits; or (iv) to communicate with users generally via the Services or by sending Program Communications to users. This provision does not restrict Provider's activities relating to personal accounts established or maintained by parents, students or teachers.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Data Security.** The Provider agrees to utilize commercially reasonable administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security applicable to the provision of the Services. At least annually Provider will obtain a Service Organization Controls (SOC) 2 Type II audit (or other commercially reasonable third-party audit) which attests to Provider’s security policies, procedures, and controls as performed by an independent third party based on recognized industry standards. Provider will make results of such controls review or audit available to LEA upon request and will address noted exceptions.

3. **Data Breach.** In the event that Provider becomes aware of an unauthorized release, disclosure or acquisition of Student Data resulting in an unauthorized access to or disclosure of the Student Data maintained by the Provider in violation of applicable state or federal law or this DPA (“**Incident**”), the Provider will provide notification in the most expedient time possible and without unreasonable delay (and within any notice period required by law). Upon notification by the Provider, the LEA shall be responsible for reporting the Incident to its Chief Privacy Officer and/or other officials as required by law.
 - a. The Incident notification described above shall include, at a minimum, the following information to the extent known by the Provider:
 - i. The name and contact information of the reporting LEA subject to this section;
 - ii. A list of the types of Personally Identifiable Information that were or are reasonably believed to have been the subject of an Incident;
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the Incident, (2) the estimated date of the Incident, or (3) the date range within which the Incident occurred, and the date of the notice;
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the Incident, if that information is possible to determine at the time the notice is provided.

 - b. Provider agrees to adhere to all applicable federal and state requirements with respect to an Incident related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such Incident.

 - c. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide LEA, upon request, with a summary of said written incident response plan. To the extent LEA determines that an incident triggers notice requirements under Applicable Laws, LEA shall provide notice and facts surrounding the Incident to the affected students and parents.

 - d. In the event of an Incident originating from LEA’s use of the Service, LEA shall cooperate with Provider to the extent necessary to expeditiously secure Student Data and/or the Services.

- e. This provision shall not restrict Provider's ability to provide separate breach notification to its customers, including parents and other individuals with personal accounts.

ARTICLE VI: MISCELLANEOUS

Term and Termination. This DPA shall remain in effect for the term of the Service Agreement. This DPA will terminate simultaneously and automatically with the termination or expiration of the Service Agreement. In the event that either party seeks to terminate this DPA, they may do so by terminating the Service Agreement as set forth therein. Either party may terminate this DPA and any Service Agreement in the event of a material breach of this DPA by the other party.

Termination; Survival.

- a. Individual user accounts created pursuant to the Services will remain open and available for use until deleted by the LEA using account management functions available for the Services, or by submitting a deletion request to Provider. For accounts that remain open, the Provider will retain basic account data (for example, username, password, age) needed to maintain the account, and the user's learning activity.
- b. At the LEA's request, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, Section 6 (**Disposition of Data**). Prior to destruction, the Provider may transfer the account ownership to an account on the Services controlled by the student or their parent, if permitted by the functionality of the Services. Requirements relating to transfer of data will be satisfied by the ability to maintain a personal account or establish a personal login credential to allow the student to maintain their account.

Priority of Agreements. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. Except for the changes made by this DPA, the Service Agreement remains unchanged and in full force. For clarity, the liability of each party under this DPA shall be subject to the exclusions and limitations of liability set out in the Service Agreement. With respect to the treatment of Student Data, in the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In cases where the LEA is making the Services available for use by teachers and students through a third party service that includes an alternative data privacy agreement to which Provider is a party, such alternative agreement shall apply, rather than this DPA.

Entire Agreement. This DPA and the Service Agreement constitute the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege. For clarity, nothing in this Section 4 (**Entire Agreement**) prohibits Provider from amending the Service Agreement pursuant to the amendment provisions set forth therein, or from amending the documentation, including Exhibits A-C, to reflect

changes to the Services in the Service Agreement.

Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

Governing Law; Venue and Jurisdiction. The governing law and venue will be consistent with those identified in the Service Agreement.

Successors Bound: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event the Provider sells, divests, or transfers all or a portion of its business assets to a third party, the Provider may transfer Student Data to the new owner provided that: (i) the new corporate owner intends to maintain and provide the Services as a going concern and the new owner has agreed to data privacy standards no less stringent than those provided herein; or (ii) the Provider will give notice to LEA and an opportunity to opt out of the transfer of Student Data.

Authority. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

Waiver. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A" DESCRIPTION OF SERVICES

This DPA applies to the use of Khan Academy Districts service (the "**District Service**") through School Accounts created by or at the direction of the LEA and which is provided pursuant to the Khan Academy Districts Terms of Service and entered into through execution of an order form between the LEA and Khan Academy (collectively, the order form and Khan Academy Districts Terms of Service form the "**Service Agreement**"). School Accounts are defined in, and must be established in accordance with, the [Terms of Service](#). The District Service is a premium, subscription-based service that is offered as a complement to Khan Academy's website located at <http://khanacademy.org> and related mobile applications and online services (the "**Website**"), through which it provides educational services, including, but not limited to, educational content, and other products and services that Khan Academy may provide now or in the future. LEA is electing to add Khanmigo, an AI-powered educational guide with interactive activities and chat functionality, as part of a pilot program.

Access to the Website and use of the standard features is provided free of charge, and is governed by and further described in Khan Academy's [Terms of Service](#) and [Privacy Policy](#). Each student, teacher, and other LEA personnel enrolled in the District Service is registered with an individual user account on the Website. Website features:

- allow teachers and coaches to assign lessons to learners and monitor learning progress
- allow students to complete assignments or pursue independent learning
- permit users to share their account data with other authorized users, including a parent or legal guardian ("**parent**"), or others as permitted by the intended functionality of the Services
- permit users to post or respond to questions relating to learning activities on the Website
- offer additional educational programs (e.g., test prep, scholarship programs) through the Website
- in-app or emailed communications relating to the educational Services aka Program Communications
- provide links to additional educational resources

Khan Academy services include research and analysis to inform the use of, and to improve and develop, the Website and educational services. Khan Academy may share De-Identified Student Data for research purposes or to demonstrate the impact of the Services.

Students or teachers may have personal accounts in addition to School Accounts and may associate their School Accounts with their personal accounts. Additionally, they may choose to create personal login information to their School Account to provide access to the account for activity outside of school ("**Personal Login**"). Parents may elect to create a personal account on the Website associated with their child's account and monitor their child's learning activity. This DPA does not apply to personal accounts (or information users provide to Khan Academy through such personal accounts) or other use of a Personal Login. Khan Academy may provide direct assistance to students and their parents requesting access to information in the student's Khan Academy account. Personal account activity is governed by Provider's Website Terms of Service and Privacy Policy.

In addition to the District Services for School Accounts covered by this DPA, Khan Academy offers supplemental services to school districts and educational agencies to facilitate implementation by the district or agency. These supplemental services are provided under separate terms of service and data protection terms that address the specific features and use of data for those services. This DPA does not apply to Khan Academy Kids mobile application, Khan Academy Kids Classroom Service, or MAP Accelerator services.

**EXHIBIT "B"
SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Metadata	IP Addresses of users, Use of cookies, etc.	X
	Other application technology metadata - Please specify:	
Application Use Statistics	Metadata on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data - Please specify: Khan Academy may obtain access to standardized test scores in order to create a personalized learning plan.	O
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	O
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information - Please specify: Gender is an optional field and not required to provide the Service.	O
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify: Teachers may choose to identify the school. Grade level information may be provided or inferred from subjects studied.	O
Parent/Guardian Contact Information	Address	
	Email	

	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information - Please specify:	
Student Contact Information	Address	
	Email - <i>School email only</i>	O
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	O
Student work	Student generated content; writing, pictures, etc.	
	Other student work data - Please specify: Information about use of the Website and activities on the Website, including use and engagement with Khanmigo.	X
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	

<p>Transportation</p>	<p>Student bus assignment</p>	
	<p>Student pick up and/or drop off location</p>	
	<p>Student bus card ID number</p>	
	<p>Other transportation data – Please specify:</p>	
<p>Other</p>	<p><i>The data provided by the LEA varies depending on LEA's practices and use of the Website, including use of rostering or single sign on services. Certain data elements identified above are provided by the account holder (user) based on the individual user's interactions with the Website.</i></p> <p><i>Items marked with a "X" are either required for provision of the Service or are customarily provided in the course of providing the Service. The data provided by the LEA typically includes data to identify the user account (username and school email address), the user's date of birth and class assignment data (teacher and assignments on the Service).</i></p> <p><i>Items marked with an "O" are optional. The LEA may provide supplemental data (for example, demographic information, test scores) or other types of data for purposes of conducting efficacy analyses, pedagogical research or similar analyses. Collection of student email depends on the rostering method. If the LEA rosters through Clever or ClassLink, then the Clever ID (or ClassLink ID, as may be applicable) is sent for rostering.</i></p> <p><i>Individual users may provide additional data as part of their interaction with the Services. For example, user communications may include customer support requests or optional comments posted on the Website, if provided by a user. Users may complete optional surveys and survey questions may be used in connection with optional programs offered on the Website (Learnstorm).</i></p> <p><i>Khanmigo uses the ChatGPT technology provided by a subprocessor, OpenAI. This educational AI-powered learning tool offers both interactive activities and chat functionality resulting in user generated content prompted by user inputs. Learners are instructed not to include personal data in inputs.</i></p> <p><i>LEA acknowledges that for the provision of the Services, Provider does not need (and LEA shall not send to Provider) sensitive information including social security number, driver's license number, identification card number, tribal identification number, financial account information (PCI or otherwise), personal contact information, social media handles, or medical or health insurance information.</i></p>	<p>O</p>

EXHIBIT "C" DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all Personally Identifiable Information, including indirect identifiers, has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, and includes aggregated usage data. Indirect identifiers mean any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty.

Directory Information: Directory Information shall have the meaning set forth under FERPA cited as 20 U.S.C. § 1232 g(a)(5)(A).

Education Records: Education Records shall have the meaning set forth under FERPA cited as 20 U.S.C. § 1232 g(a)(4).

Learning Activity: Information relating to an identified student's use of the Services generated by the user through the use of the Services. Learning Activity that is De-Identified is not Student Data or Personally Identifiable Information.

Personally Identifiable Information (or PII): Personally Identifiable Information includes, without limitation, those items set forth in the definition of Personally Identifiable Information under FERPA and State regulations as identified in this DPA, if any.

Program Communications: In-app or emailed communications relating to Provider's educational services, including prompts, messages and content relating to use of the Services. Examples include, without limitation, onboarding and orientation communications; prompts for students to complete, or teachers to assign exercises or provide feedback as part of a learning exercise; periodic activity reports; suggestions for additional learning activities on the Services; service updates (e.g., new features or content); and information about special or additional programs that may be offered through the Service or complement programs offered through the Services.

Student Generated Content: Materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos (if supported by the Services), the student's learning activity generated through use of the Services, and account information that enables ongoing ownership of such content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Sell: For the purposes of this DPA, Sell shall have the meaning assigned by applicable U.S. federal or state law and shall be interpreted consistent with the Future of Privacy Forum's Student Privacy Pledge. Sell does not include sharing, transferring or disclosing Student Data with a Subprocessor that is necessary to perform a business purpose (such as detecting security incidents, debugging and repairing, analytics, storage or other processing activities) provided that the Subprocessor does not Sell the Student Data, or any sharing, transfer or disclosure of Student Data made by the user through the functionality of the Services. Sell also does not include or apply to a purchase, merger or other type of acquisition of a company by another entity, provided that the company or successor entity continues to treat the Personally Identifiable Information contained in Student Data in a manner consistent with this DPA with respect to the previously acquired Personally Identifiable Information contained in Student Data.

Service Agreement: Refers to the Provider's Terms of Service and Privacy Policy and, to the extent applicable, any additional services agreement(s) executed between Provider and the LEA, including an executed order form or purchase order.

Student Data: Student Data refers to any Personally Identifiable Information, whether gathered by Provider or provided by LEA or its users pursuant to the Services that is descriptive of the student including, but not limited to, information in the student's Education Record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, or any other information that would permit identification of a specific student. Student Data includes the Learning Activity of an identified student. Student Data further includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not include De-Identified Data or information that has been anonymized or aggregated, or anonymous usage data regarding usage of Provider's Services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as a "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other services to operate and/or improve its service, and who has access to Student Data.

Targeted Advertising: Presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's internet website, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. Targeted Advertising does not include any advertising to a student on an internet website or mobile application based on the content displayed or in response to a student's response or request for information or feedback.

Website: The Khan Academy website and related mobile applications and online services.

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[Insert Name of District or LEA] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

Provider's ability to partially dispose of data may be limited by processing system limitations; in that case, the parties will agree on the scope of disposition, or LEA may opt to specify complete disposition.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data to individual user accounts as specified in the Service Agreement, if transfer is supported by the existing functionality of the Service.

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By **[Insert Date]**

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

Attachment 2

ACKNOWLEDGMENT ADDENDUM BY LEA FOR SERVICE USE

The undersigned _____, being the duly authorized _____ of _____, hereby acknowledges by affixing his/her signature hereto is duly authorized to act in such capacity to bind and does hereby bind and obligate _____, to performance of the terms and conditions of the Service Order, addendums thereto and Service Order information referred to collectively as the "**Khanmigo Agreement**" by and between Khan Academy, Inc. and the Louisiana Department of Education on behalf of its Participating Districts. The undersigned hereby acknowledges that the _____ enters into this agreement for purposes of being licensed to use the services provided pursuant to the Khanmigo Agreement.

Name of Local Education Agency: _____

Authorized Approver Signature: _____

Authorized Approver Position: _____

Date of execution: _____