

SUMMIT LEARNING PLATFORM TERMS OF SERVICE

Effective Date: August 1, 2017

Welcome, and thank you for your interest in the Summit Learning Platform (the “Platform”)! These Terms of Service (“Terms”) are a legal agreement between you and Summit Public Schools (“Summit,” “we,” or “us”), a 501(c)(3) nonprofit organization, governing your access to and use of the Platform. We provide the Platform directly to schools and school districts, including their authorized teachers, employees, and agents (collectively, “Partner Schools”) pursuant to agreements that allow Summit to collect and use certain information for the Partner School’s educational purposes. Please read the Terms carefully because using the Platform indicates that you accept and agree to be bound by them, including those provisions governing how disputes are resolved (see section 6.2).

Summit reserves the right to modify or replace these Terms at any time. Other than changes required by law or for non-material or administrative reasons (all of which become effective immediately upon being posted), changes shall be effective ten days after they are posted online. Continued use of the Platform following Summit’s posting of changed Terms constitutes your acceptance of the changed Terms. If you do not agree to the changes, please stop using the Platform.

1. THE PLATFORM

1.1 License to Use the Platform

Summit hereby grants authorized students, teachers, parents or guardians, or school employees, officials, or agents of its Partner Schools (collectively, “Users” or “you”) the non-exclusive, non-assignable, non-transferable, limited right to access and use for no charge the Platform solely for noncommercial educational purposes and subject to these Terms. You may not sub-license, rent, lease, transfer, or otherwise distribute the Platform or any rights to use the Platform (including, without limitation, your username, password, and/or any other similar information) to any third party. You agree not to copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Platform or any component of the Platform, except as expressly authorized by Summit. This limited license shall apply to any updates, upgrades, and/or additional features of the Platform that are not distributed with a separate license or other agreement.

1.2 Intellectual Property

Except as expressly licensed to you herein, all content, information, materials, computer code, and software that is part of the Platform is the property of Summit or third parties. Summit and its licensors reserve all past, present, and future right, title, ownership, and interest in the Platform (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials in the Platform), associated copyrights, trademarks, logos, trade secrets, patents, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Platform (“**Intellectual Property**”). You understand that Summit and its licensors solely and exclusively own the Intellectual Property, and you have no ownership rights to any of our Intellectual Property or the Platform. All rights to the Platform not expressly granted herein are reserved by Summit.

Unless expressly permitted by Summit in writing, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way exploit any part of the Platform. The Platform may contain material derived in whole or in part from material supplied by Summit as well as other sources, and such material is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. You agree to abide by all applicable copyright and other intellectual property laws.

You agree to protect Summit’s Intellectual Property and proprietary rights as well as any other company’s proprietary rights, and notify us of any unauthorized access or use of the Platform.

You agree *not* to, and will use commercially reasonable efforts to make sure no third party may, (1) remove or alter any of Summit’s trademarks and/or logos, any legal notices included in the Platform, and/or any related assets; (2) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Platform, or any component thereof, by any means whatsoever; (3) attempt to create a substitute or similar service through use of, or access to, the Platform; (4) copy any features, functions, or graphics of the Platform to develop a competitive product; or (5) use any of Summit’s trademarks, trade names, service marks, copyrights, or logos in any manner which creates the impression that such items belong to or are associated with you or are used with our consent, except as otherwise provided herein.

If you believe in good faith that a user has reproduced or made your work accessible on the Platform in a way that constitutes an infringement of your intellectual property rights, please email us at ipconcerns@summitlearning.org with the following information in writing:

- identification of the work or a representative list of works claimed to have been infringed;
- identification of the allegedly infringing material and information reasonably sufficient to

- permit us to locate the material;
- your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- a statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the intellectual property owner, its agent, or the law; and
- a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Alternatively, you may contact our designated agent at:

Intellectual Property Claims
c/o Legal Department Summit Public Schools,
455 5th Avenue
Redwood City, CA 94063
(224) 757-0440
plp-support@summitps.org

Upon receipt of a valid notice of claimed infringement, Summit will expeditiously remove or disable access to the allegedly infringing content. Summit will terminate the privileges of Users who repeatedly infringe intellectual property rights when appropriate (which may be done at the sole and unreviewable discretion of Summit or its agents). Please note that United States law provides significant penalties for falsely submitting a notice of intellectual property infringement.

1.3 Changes to the Platform

Summit shall have the right to revise or update the functionality and look of the Platform from time to time in its sole discretion. Summit may suspend or discontinue the Platform at any time in its sole discretion. Summit shall not be liable to you or any third party for any modification, suspension or termination of the Platform.

1.4 Feedback on the Platform

If you provide feedback, comments or suggestions for improvements to the Platform (in written or oral form) (“Feedback”), you represent and warrant that you (a) have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. You (i) acknowledge that Summit may have something similar to the Feedback already under consideration or in development, and (ii) assign to Summit your entire right, title, and

interest (including any Intellectual Property rights) in and to Feedback. To the extent that any right, title, or interest cannot be assigned under applicable law, you hereby grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works from, publish, distribute and sublicense the Feedback without any compensation, and waive any right, title or interest and consent to any action of Summit, its service providers, successors, and assigns that would violate such right, title, or interest in the absence of such consent. You agree to execute any documents necessary to effect the foregoing assignment, waivers, or consents.

2. YOUR USE OF THE PLATFORM

2.1 Account Registration & Access

You may be asked to register in connection with the Platform. When enabled by Summit, a Partner School may designate one or more administrators who will have the right to set up, access, and manage other Users' accounts ("Administrator Accounts"). When you register or when a Partner School creates an Administrator Account for you, you agree to provide accurate, current, and complete information about yourself as requested or directed and to promptly update this information to maintain its accuracy. You are responsible for maintaining the confidentiality of any password and username that you are given or select, and you are responsible for all activities that occur under your password or account.

If you have authorized access to an Administrator Account, you are responsible for (a) maintaining the security and confidentiality of all Administrator Accounts and any passwords associated therewith; (b) all activities that occur under the Administrator Accounts; and (c) obtaining all necessary rights, permissions, or consents to access, monitor, use, or disclose any data from other Users' accounts.

2.2 Acceptable Use of the Platform

You agree that you will not use the Platform to do any of the following or take action that results in any of the following:

- Harming Summit, another User, or any person or entity;
- Doing anything or posting information that is abusive, harmful, threatening, harassing, defamatory, bullying, stalking, or otherwise objectionable;
- Interfering with the operation, appearance, security or functionality of the Platform;
- Doing anything false, misleading, obscene, hateful, or sexually-explicit;
- Degrading others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification;
- Violating a person's right to privacy or publicity;
- Infringing on, misappropriating or otherwise violating the copyright, trademark,

- patent or other intellectual property right of any person;
- Violating any applicable local, state, national, or international law, or advocating illegal activity;
- Accessing the Platform using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission;
- Advertising, soliciting, or transmitting commercial advertisements or any other unsolicited messages regardless of the medium; or
- Operating the Platform on any computers or accounts on which you do not have permission to operate.

Additionally, the unauthorized use of our Platform may result in civil and/or criminal liability. You agree to immediately notify us at acceptableuse@summitlearning.org upon learning of any unauthorized use of your account or the Platform.

3. USER INFORMATION

3.1 Applicable Law & Data Privacy

“Data” includes information that identifies a specific User and is (a) created or provided by a student or a parent or legal guardian to Summit in the course of using the Platform; (b) created or provided by a Partner School to Summit; or (c) gathered by Summit through the operation of the Platform.

You and Summit agree to comply with all applicable law. To the extent that Data provided by Users includes personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act (“FERPA”), Summit acts as a “School Official” (as that term is used in FERPA and its implementing regulations or other applicable law).

Summit shall use commercially reasonable efforts to store, return, enable access to, correct, or delete Data submitted by Users as directed by our Partner Schools consistent with applicable law and the Privacy Policy and Participation Agreement governing our relationship with such school. Summit will maintain reasonable controls to restrict access to Data to its employees, agents, partners, and service providers who require such access to perform their assigned duties.

3.2 License to User Data

Consistent with applicable law, our Partner Schools or Users remain the owners and controllers of, and are solely responsible for, any and all Data and User content described in Section 3.3 provided in connection with the Platform. Subject to these Terms, the Privacy

Policy, and applicable law, you hereby grant Summit a world-wide, perpetual, royalty-free, non-exclusive, and sub-licenseable license to access, receive, use, store, copy, reproduce, modify, edit, adapt, translate, and create derivative works from Data in any current or future-developed format, or medium, or channel through which all, part, or derivative works of the Platform are offered.

Summit is prohibited from selling Student Data to any third parties, and Summit shall not advertise or market to a student or his/her parents/guardians based upon any of that student's Student Data that Summit has acquired through the Platform. Summit also prohibits the service providers and partners it works with to help run the Platform from using Student Data from the Platform to advertise or market to students or their parents/guardians.

3.3 User Content

The Platform enables Users to share content (including without limitation information, audio recordings, photographs, videos, documents, online educational resources, or other materials) (collectively, "User content") with Summit, Partner Schools, and other Users. You remain fully responsible for this content. You acknowledge and agree that all User content shared in the Platform is the sole responsibility of the person from whom the User content originated. You also agree that you have all required rights to submit, post, upload, or otherwise own, use, or disseminate such content without violating third party rights.

Teachers or other school officials or agents may contribute educational content through the Platform ("Teacher Content"). If you contribute Teacher Content, you agree to license such Teacher Content under the Creative Commons Attribution 4.0 License ("CC License"), which is available at <https://creativecommons.org/licenses/by/4.0/>, unless you select different license terms using the settings that may be provided to you at the time such content is contributed. If you contribute Teacher Content under the CC License, you also warrant and represent that Teacher Content will not contain any personal information and that you have the right and authority to grant the license and other such rights as may be necessary.

You acknowledge and agree that Summit reserves the right, in its sole discretion, to reject, move, edit, delete, or remove any content that is contributed to the Platform, consistent with applicable law, but we do not assume the obligation. The submission of any content through any third party links or applications made available or accessible in the Platform shall be subject to such third parties' terms and privacy policies.

4. TERMINATION

You may terminate your use of the Platform at any time, provided however, if you are a student

or teacher termination of use of the Platform may be subject to a determination by your Partner School. Summit may terminate your use of the Platform at any time, and will consult with and provide notice to your Partner School in doing so.

5. LIABILITY, WARRANTY DISCLAIMERS, AND OTHER LEGAL INFORMATION

5.1 Representations & Warranties

Each party to these Terms represents and warrants that it has the full right and power to enter into these Terms and that its performance under these Terms will comply with all applicable laws. As between Summit and you, you remain solely responsible for any content that you upload, post, or use in connection with the Platform. You represent and warrant that you have obtained any and all necessary rights, have provided all necessary notices, have obtained all necessary permissions or consents, and have authority under state and federal law to agree to these Terms, to use the Platform, and to authorize Summit to access, receive, use, store, disclose, or otherwise process information as permitted under these Terms.

5.2 Warranty Disclaimer

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE PLATFORM. THE PLATFORM IS PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (1) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS AND NO ENCUMBRANCES; (2) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; (3) THE WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (4) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON THE PLATFORM OR OTHERWISE BY SUMMIT.

THERE IS NO WARRANTY THAT THE PLATFORM WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED THAT THE PLATFORM WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE,

UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

5.3 Indemnity

You agree to indemnify, hold harmless, and defend Summit, and its affiliates, licensors, partners, and service providers, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Platform, (ii) your online conduct, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Platform. You shall not settle any such claim without the prior written consent of Summit. These obligations will survive any termination of these Terms.

5.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, WILL SUMMIT, ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION NEGLIGENCE, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE PLATFORM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. USE OF OUR PLATFORM IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUMMIT'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

FOR ANY USER LOCATED WITHIN CALIFORNIA (AND ELSEWHERE AS PERMITTED BY LAW), THE FOLLOWING SHALL APPLY: YOU ALSO EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON YOU, NOW OR IN THE FUTURE, UNDER THE TERMS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." BY AGREEING TO THESE TERMS, YOU ARE STATING YOU UNDERSTAND AND ACKNOWLEDGE THE SIGNIFICANCE AND EFFECTS OF SUCH WAIVER AND MAKE SUCH WAIVER VOLUNTARILY.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law

Except as otherwise required by applicable law, these Terms and any dispute arising from or relating to these Terms are governed by and must be construed in accordance with the laws of the state of California, United States, without regard to conflict of law principles. You further agree to accept service of process by mail. By using the Platform, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

Except with respect to the arbitration provisions contained herein in Section 6.2, the parties consent to exclusive personal jurisdiction and venue in the courts located in San Mateo County, California.

6.2 Arbitration and Class Action Waiver

With respect to any and all disputes arising out of or in connection with the Platform, Summit and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If you and Summit do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. **You and Summit are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury.**

Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final

except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute isn't filed within one year, it's permanently barred.

If the arbitration provision in this Section is found to be unenforceable or invalid, the parties agree that any suit or proceeding arising out of or relating to these Terms will be brought in the federal or state courts, as applicable, in San Mateo County, California, and each party irrevocably submits to the jurisdiction and venue of such courts.

6.2.1 Federal Arbitration Act

You and Summit ("the parties" or "both parties") agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

6.2.2 Initial Dispute Resolution

In the event of a dispute, claim, or controversy arising out of or relating to these Terms, the Platform, any person's access to and/or use of the Platform, and/or the provision of content, services, and/or technology on or through the Platform (collectively, "**Claims**"), both parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Summit by email to info@summitlearning.org AND by U.S. Mail to Summit Public Schools, 900 Island Drive, Redwood City, CA 94065. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address. The parties first attempt to resolve any Claims through informal negotiation within thirty (30) days from the date that any notice of a Claim is sent. The parties shall use reasonable, good faith, efforts to settle any Claim through consultation and good faith negotiations. After 30 days, you or Summit may resort to the other alternatives described in this Section 6.2. Notwithstanding the foregoing, the notice and 30 day negotiation period required by this paragraph shall not apply to Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Platform.

6.2.3 Binding Arbitration

Summit and you agree that all disputes arising under these Terms that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration in San

Mateo County, California, U.S.A. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that Summit may seek any interim or preliminary relief from a court of competent jurisdiction in San Mateo County, California, U.S.A, necessary to protect its rights or property pending the completion of arbitration. If your entity is a U.S. public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the U.S. in which your educational institution is domiciled, then this subsection 6.2.3 is hereby waived.

The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by these Terms, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267.

The decision of the arbitrator will be in writing and binding and conclusive on you and Summit, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Summit agree that dispositive motions, including without limitation motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees. You and Summit understand that, absent this mandatory arbitration provision, you and Summit would have the right to sue in court and have a jury trial.

If any clause within this subsection 6.2.3 is found to be illegal or unenforceable, that specific clause will be severed from this Section, and the remainder of its provisions will be given full force and effect.

6.2.4 Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Summit agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

6.2.5 Confidentiality

All aspects of the arbitration proceeding, including, but not limited to, the award of the arbitrator

and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent you or Summit from submitting to a court of law any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.

6.3 Changes to this Section

Summit will provide 60-days' notice of any changes to Section 6. Changes will become effective on the 60th day, and will apply prospectively only to any Claims arising after the 60th day. If a court or arbitrator decides that this subsection on "Changes to this Section" is not enforceable or valid, then this subsection 6.4 shall be severed from Section 6, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver (or similarly named) section in existence after you first installed, accessed, or used any of the Platform.

7. MISCELLANEOUS

If any provision of these Terms is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms. Our failure to enforce any provisions of the Terms or respond to a breach by you or anyone else shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches. You must not assign these Terms or any rights or obligations herein without the prior written consent of Summit and any attempted assignment in contravention of this provision is null and void and of no force or effect. Summit has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns. The parties are independent contractors and not employees, partners, agents, or joint venturers of the other and have no employment relationship whatsoever. No party will make any commitment, by contract or otherwise, binding upon the other party or represent that it has any authority to do so. This is a non-exclusive agreement. These Terms are the entire agreement of the parties and supersede all previous or contemporaneous agreements between the parties relating to its subject matter. In connection with your use of the Platform, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these separate policies and terms carefully before making any use of such portions of the Platform. Any separate terms will not vary or replace these Terms regarding any use of the Platform, unless otherwise expressly stated.

8. CONTACT INFORMATION

Please direct any questions, complaints or claims related to the Platform or your use of the

Platform to info@summitlearning.org.