TouchMath Products and Services

- **Standard Terms and Conditions For TouchMath Products and Services**
- **Privacy Policy For Products and Services**
- **Third Party Code in TouchMath Acquisition LLC Products**

Sole-Source Provider

TouchMath® products may only be purchased directly from TouchMath, LLC. TouchMath does not currently possess third-party channels of distribution licensed to sell TouchMath products. Accordingly, TouchMath, LLC. is the sole-source supplier of TouchMath products worldwide. **Download our Sole Source Letter.**

Trademarks

TouchMath® , TouchNumerals®, The Alphabet of Mathematics® are registered trademarks of TouchMath, LLC. Touch2Learn™, TouchStar™, TouchPoint™, TouchMath Tutor™, and StepNumerals™ are trademarks of TouchMath, LLC. of Colorado Springs, CO.

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Security

This site has security measures in place to protect the loss, misuse and alteration of customer information under our control. All of our transactions are passed through PayPal, the world's leading online credit card processor. Our connection with the PayPal system uses the latest Secure Socket Layer encryption technology to protect all sensitive information.

Restrictions of Use of Materials

This site is owned and operated by TouchMath Acquisition, LLC. No material from www.tmprosandbox23.wpenginepowered.com or any Web site owned, operated, licensed or controlled by TouchMath Acquisition, LLC may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way.

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Our sole exception: You may download one copy of the online materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices.

Submissions

TouchMath, LLC is pleased to hear from its loyal customers and welcomes your comments regarding TouchMath products. Unfortunately, TouchMath, LLC's long-standing company policy does not allow it to accept or consider creative ideas, suggestions or materials other than those it has specifically requested. If you send us creative suggestions, ideas, notes, drawings, concepts or other information (collectively, the "Information"), the Information shall be deemed, and shall remain, the property of TouchMath, LLC. None of the information shall be subject to any obligation of confidence on the part of TouchMath, LLC and TouchMath, LLC shall not be liable for any use or disclosure of any information.

Website Terms of Use

The Website contains material that is protected by copyright, trademark and other intellectual property laws. Unless otherwise specified, the Website and all content on the Website are intended for your personal, noncommercial use only. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Website except as provided in these **Terms of Use**.

Return Policy

TouchMath proudly offers a No-Risk Guarantee. If at the end of your first school year you're not completely happy with the products you purchased, please reach out to us at **customerservice@touchmath.com** or call us at **1-800-888-9191**.

We're happy to refund the full purchase price of the materials you'd like to return, not including the original shipping and handling charges.

Privacy Policy

TouchMath cares about your privacy and we want to ensure you have the information you need to protect your personal information.

Privacy Policy Highlights

We want you to **read the whole policy**. This highlights section provides a summary of our privacy practices, and is not the whole policy. The highlights and full privacy policy apply to our website at www.tmprosandbox23.wpenginepowered.com and our Mobile Math Apps where we may collect personal information.

What We Collect:

We may collect personal information such as your contact, billing, and shipping information.

We collect information regarding your interactions with our website and mobile apps.

We may obtain additional non-personal information from third party providers.

Your Choices:

You may choose to:

Stop receiving e-mail and direct mail marketing communications.

Update and correct your personal information.

Uses of Information

TouchMath does not sell or rent your personal information to third parties. We use information about you to fulfill your requests, register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features.

Privacy Information

TouchMath does not knowingly collect information online from children under 13. We value our relationship with our customers and we are committed to responsible information-handling practices. Please **read our entire Privacy Policy**.

Use of Cookies

TouchMath does not sell or rent your personal information to third parties. We use information about you to fulfill your requests, register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features.

How To Contact Us

Phone: 1-800-888-9191

Email: customerservice@touchmath.com

Postal Mail:
TouchMath, LLC.
Attn: Customer Care/Privacy
2 N Nevada, St 1200

Colorado Springs, CO

80903-1702

Last Updated: March 12, 2025

Terms and Conditions

Last Updated: April 23, 2026

STANDARD TERMS AND CONDITIONS FOR TOUCHMATH PRODUCTS AND SERVICES

The terms and conditions contained in this document (the "Standard Terms") apply to any sales by TouchMath Acquisition LLC ("TouchMath", and sometimes referred to in this document as "We," "Us" and "Our"), or under the names of Curriculum Advantage ., and/or Classworks (both of which are the property of TouchMath), of (1) license rights to software products and related documentation, (2) any hardware for use with the software, and (3) associated professional services ("Professional Services"). The "**Agreement**" consists of (in order of precedence) these Standard Terms, a quote, invoice, purchase order or similar purchasing document (a "Purchase Contract"), any document that references these Standard and and any documents incorporated by reference in these Standard Terms (including those incorporated by hyperlink reference). The Agreement will be effective as of the date specified on the Purchase Contract and will be binding when the Purchase Contract has been signed by Your authorized representative. The Purchase Contract will identify the district and school sites which are licensed to use TouchMath and/or Classworks Software (the "Licensed Sites"), and the modules, content and components of the TouchMath and/or Classworks Software, Documentation and/or Professional Services, that have been licensed by each such Licensed Site; this license is only valid for the specified Software and Documentation at the identified Licensed Sites for the specified License Quantity and specified License Period. Capitalized terms used in this Agreement are defined in in Section 5.0 (below) and, where applicable, are introduced elsewhere in these Standard Terms through parenthetical reference.

These Standard Terms govern except to the extent different terms are expressly set forth in a Purchase Contract, amendment, or other written agreement between the parties.

1.0 The SOFTWARE and DOCUMENTATION. The following terms and conditions will apply to the Software and/or Documentation listed on the Purchase Contract:

1.1. Licensing Rights.

1.1.1. We grant You a limited right and license to access and use the Software on Your Computer System and to have Your Users (limited to the number shown as License Quantity in the Purchase Contract) access and use the Software and/or the Documentation, solely for Your internal educational purposes, during the License Period.

1.2. Hosting:

1.2.1. *Maintenance and Access.* During the License Period, We will maintain the Software on Our data center servers and will use commercially reasonable efforts to make the Software available (subject to routine maintenance windows) to You and Your Users via the Internet 24 hours a day, 7 days a week. All access rights for You and Your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in Section 1.6). Certain content may be installed or cached locally.

1.2.2. *Outage Periods.* The term "Outage Period" applies to Software that we are hosting and means a period of more than 48 consecutive hours in which Your Users are prevented from accessing the Software due to factors within Our control. Outage Periods exclude (a) planned downtime (for which We will give at least 8 hours' notice by publishing maintenance windows); or (b) any unavailability caused by an event of Force Majeure. In the unlikely event an Outage Period occurs, upon Your written request we will issue you a credit by extending the End Date of Your Purchase Contract by the number of days of the Outage Period. Your request for this credit must be made within 30 days after the end of the Outage Period. You will not be entitled to this credit for any period during which You are in breach of this Agreement. Your sole and exclusive remedy for an Outage Period will be the credit described in this Section 1.2.

1.3. If you are not receiving hosting services, You will be responsible for the installation and hosting of the Software on Your Computer System for access and use only by Your Users**.**

1.4. General License Terms. The above license grant is specifically subject to the following general terms and conditions:

1.4.1. All license grants to access and use the Software and/or Documentation are non-exclusive, non-transferable and non-assignable.

1.4.2. We may require Your Users to agree (via "click-wrap" agreement) to reasonable terms of use and restrictions as a condition of their initial access to the Software.

1.4.3. All licenses granted are under intellectual property rights in the Software and Documentation, including trademarks, copyrights and trade secrets, which We either own or have licensed from third parties. We and our licensors own and retain all rights, title and interest in and to the Software and Documentation and all ideas, concepts, content, methodologies, formats, specifications, and other know-how furnished by Us or our licensors in connection with this Agreement, as well as all related patents, copyrights, trademarks, trade secrets and other intellectual property rights.

1.4.4. All access and use of Software under this Agreement will be subject to Our Privacy Policy, which can be found at http://legal.classworks.com/privacy-policy, and which is expressly made a part of this Agreement.

1.4.5. Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated. We reserve the right to revoke any license granted under this Agreement if You fail to cure a material breach of this Agreement within five (5) business days after We have provided You with notice of the breach. Material breaches include, but are not limited to, nonpayment of fees, unauthorized use, sharing, sub-licensing or resale of the Software and/or Documentation, violation of data security or privacy policies and/or violation of Paragraph 1.5 hereinbelow. We reserve the right to suspend access to the Software immediately for breaches involving data security, intellectual property violations or nonpayment.

1.4.6. WARNING: This Software and Documentation are protected by applicable copyright law and international treaties. Unauthorized reproduction, distribution or use of these materials may result in civil and/or criminal penalties and will be prosecuted to the maximum extent permitted under applicable law.

1.5. Restrictions. You and Your Users shall use the Software and/or Documentation strictly in accordance with the terms of this Agreement and solely for the purposes stated in license grant, and will not: (i) modify, copy or create derivative works based on the Software or Documentation; (ii) frame or mirror any content forming part of the Software or Documentation, other than for Your own internal educational or training purposes; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software or Documentation in order to build, market or offer a competitive product or service, or copy any ideas, features, functions or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software and/or Documentation available to any third party, other than to Users or as otherwise contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software or Documentation without Our prior written permission.

1.6. System Requirements. You acknowledge receipt of Our System Requirements document (current versions available at http://www.classworks.com or http://touchmath.com) ("System Requirements"), which details the necessary hardware, system configuration, network infrastructure, and bandwidth requirements to successfully operate and use the Software. The System Requirements are subject to periodic change without notice. You also acknowledge that You are responsible for the cost, operation and availability of, and compliance of Your Users with, all elements of the System Requirements.

1.7. Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by Your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and notify Us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by Your Users) with all applicable local, state and

federal laws, rules and regulations, including the Children's Online Privacy Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and any and all laws, regulations, or standards pertaining to cloud computing, privacy and AI.

1.8. Intellectual Property

1.8.1. Reservation of Rights. The Software We are providing is licensed to You, not sold. Subject to the limited rights expressly granted to You and Your Users under these Standard Terms, We reserve all rights, title and interest in and to the Software and Documentation, including all related intellectual property rights (except for those owned by our third party vendors, which are reserved to them). No rights are granted to You or Your Users hereunder other than as expressly specified in these Standard Terms.

1.8.2. Rights to Customer Data. As between You and Us, You exclusively own all rights, title and interest in and to all Customer Data. Customer Data is deemed Your Confidential Information under this Agreement. You hereby grant Us a non-exclusive license to use, modify and distribute the Customer Data for the purposes of (a) performing Our obligations to You as specified by the Agreement, (b) improving and developing the Software, (c) enforcing our rights under this Agreement and (d) as permitted with Your consent. You are responsible for compliance with any and all laws, regulations, or standards pertaining to privacy of customer data.

1.8.3. Use of De-Identified or Anonymized Customer Data. You agree that both before and after the terms of the Agreement, We may collect, analyze, use, and retain data derived from Customer Data as well as data about Your access and use of the Software, for the purpose of operating, analyzing, improving or marketing TouchMath and/or Classworks, developing new products or services, conducting research or other purposes, provided that We may not share or publicly disclose information that is derived from Customer Data unless such data is de-identified and /or anonymized such that it cannot reasonably identify a specific individual.

1.8.4. Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use or incorporate into the Software and/or Documentation any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Software or contents of the Documentation. You will not be entitled to any compensation if we elect to incorporate any of your suggestions in the Software and/or Documentation or other TouchMath products or services.

1.9. Limited Warranty for Software Products. Subject to the terms of Section 4.6, We warrant that the Software will perform in substantial accordance with the applicable Documentation for a period of (1) year after the Start Date. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If We breach this express warranty, We will, at our option and expense, as soon as commercially practical, consistent with industry practice, modify the affected Software to conform in all material respects with the applicable Documentation or provide a replacement for the affected Software which conforms in all material respects with that Documentation. This will be Our sole obligation, and Your sole remedy, with respect to any breach of this warranty. **EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE SOFTWARE WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS OR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM JURISDICTION TO JURISDICTION.** Notwithstanding the warranty provisions of Section 1.9, We shall have no warranty obligations if (i) You have used or are using the Software in a manner that does not conform to the Agreement, Our written instructions or the provisions of the Documentation, (ii) You have moved the Software from the Computer System at a Licensed Site or provided access to unlicensed users, (iii) You or any third party has modified, or attempted to modify, the Software, (iv) You have materially changed the network configuration at the Licensed Site, (v) You have materially changed the hardware, software, or network configuration from that set forth in the System Requirements, (vi) the Software has been subjected to an extreme power surge or electromagnetic field, whether or not through Your fault, (vii) You have refused to implement any changes recommended by Us or (viii) You have failed to make payment of any fee as set forth in the Purchase Contract.

1.10.1 Incorporation and Priority

The TouchMath Privacy Policy, as published at https://legal.classworks.com/privacy-policy (the "Privacy Policy"), is hereby incorporated into this Agreement by reference. **In the event of any conflict between the Privacy Policy and this Agreement, the terms of this Agreement shall control**, provided that nothing herein shall diminish Customer's rights or TouchMath's obligations regarding protection of Student Data under applicable law.

1.10.2 Definitions

For purposes of this Agreement:

- **"Student Data"** means any Customer Data that is directly related to an identifiable student and maintained by or on behalf of an educational institution, including data defined as "education records" or "personally identifiable information" under FERPA.
- **"Personally Identifiable Information" or "PII"** means information that identifies, relates to, describes, or could reasonably be linked to an identifiable individual, including Student Data.
- **"Computer Identifying Information" or "CII"** means information automatically collected through use of the Software or TouchMath websites, including IP address, browser type, device identifiers, operating system, access times, cookies, referring URLs, and approximate geographic location.

1.10.3 Permitted Use of Student Data

TouchMath shall use Student Data and other PII solely for the purpose of providing, supporting, maintaining, and improving the Software and Professional Services, and as otherwise permitted by this Agreement or required by law.

Except as expressly permitted herein:

- TouchMath shall not sell, rent, disclose, or trade Student Data or Student PII to any third party.
- TouchMath shall not use Student Data or Student PII for advertising, marketing, or promotional purposes, nor to target advertisements to students or their families.
- TouchMath shall not create or sell profiles of students other than those necessary to support authorized educational purposes.

1.10.4 FERPA and COPPA Compliance

TouchMath acknowledges that it acts as a **"school official"** with a legitimate educational interest when processing Student Data on behalf of publicly funded or non-profit educational institutions and shall comply with FERPA, COPPA, and all other applicable student privacy laws.

Customer represents that it has obtained all necessary parental consents or legal authority required to permit TouchMath's processing of Student Data under this Agreement.

1.10.5 Data Security Safeguards

TouchMath shall implement and maintain **reasonable administrative, technical, and physical safeguards**, consistent with generally accepted industry standards, designed to protect PII and Student Data against unauthorized access, disclosure, loss, or misuse, including but not limited to:

- Secure network protections and access controls
- Encryption of sensitive data in transit using industry-standard protocols
- Periodic security vulnerability scanning and monitoring
- Restricting access to PII to authorized personnel with confidentiality obligations

1.10.6 Data Breach Notification

In the event TouchMath becomes aware of a **confirmed unauthorized access, acquisition, use, or disclosure** of Student Data or PII (a "Security Incident"), TouchMath shall:

- Notify Customer **as soon as reasonably possible**; and
- Provide reasonable information regarding the nature of the incident and the data affected, (if permitted by law).

1.10.7 De-Identified and Aggregated Data

Nothing in this Agreement shall prohibit TouchMath from collecting, using, or disclosing **de-identified or aggregated data**, provided such data cannot reasonably be used to identify an individual student, teacher, or Customer. Such data may be used for research, product improvement, benchmarking, and reporting purposes.

2.0 THIRD-PARTY SOFTWARE AND HARDWARE. The following terms and conditions will apply to Third-Party Software and Hardware included:

2.1. Subject to Provider's Warranties and Terms. Third-Party Software and Hardware products may be distributed by TouchMath as a reseller. These products are provided subject to the separate license and sale terms, conditions and restrictions provided by the product manufacturer or producer. **WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED [INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE] ON ANY THIRD-PARTY SOFTWARE AND HARDWARE WE SUPPLY TO YOU.**

2.2. Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims You make against the manufacturer or producer of such products. This is our sole obligation relative to these products.

2.3. Return or Exchange Charges. You will be responsible for, and will pay, any return or exchange charges imposed by the third-party vendor and to comply with the applicable return merchandise authorization procedures.

3.0 PROFESSIONAL SERVICES. Professional Services identified on the Purchase Contract will be provided subject to the following terms and conditions:

3.1. Statement of Work. If this Agreement includes Professional Services, the Purchase Contract will include a description of the services purchased and whether on-site or remote. Professional Services, whether remote or on-site, include professional development sessions, training days, planning days and coaching days, web resources, technical support, webinars, product updates, hosting services and as may otherwise be identified on the Purchase Contract. The Purchase Contract will define and communicate the goals, scope of services, and roles and responsibilities of each party as they relate to the delivery of Our Professional Services. Professional Services will be governed by the terms of this Agreement. However, nothing contained herein shall obligate TouchMath to provide Professional Services that We determine in Our sole discretion to be beyond the scope of service as set forth in the Purchase Contract.

3.2. Mutual Cooperation. We mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services. We may suspend delivery immediately upon written notice if Your employees or agents fail to act accordingly.

3.3. Changes to Professional Services. Any changes to the scope of work of Professional Services under the Purchase Contract will be made by a written amendment to the Purchase Contract signed by You and Us prior to implementation of the changes. Changes to the scope of work under the Purchase Contract may result in additional fees to You. Any changes You make to previously agreed-upon dates for onsite delivery of On-site Professional Services may likewise result in additional charges to You or forfeiture of Professional Service credits. "On-site Professional Services" may be provided at Our sole discretion within Professional Services and may include onsite delivery of professional development, technical support or other consulting services.

3.3.1. Changes Caused by You. You agree to notify Us in writing at least 10 business days in advance of Your intention to reschedule previously confirmed Professional Services sessions. If You do not provide such notice, and We are unable to re-assign the resources scheduled to provide Your Professional Services, We reserve the right to forfeit the credit or charge You a cancellation fee of up to $3,000 for each day cancelled without such notice.

3.4. Acceptance of Professional Services and Warranty.

3.4.1. Acceptance. Professional Services shall be delivered in accordance with the Purchase Contract. If You reasonably determine that the Professional Services have not met the objectives and expectations outlined in the Purchase Contract, You must provide Us written notice specifying any deficiencies in detail within 10 business days of the delivery of the Professional Services. We will use reasonable commercial efforts to cure any such deficiencies promptly. If You do not provide notice of any deficiencies to Us within 10 business days of the delivery of Professional Services, Your acceptance of the Professional Services will be considered final. If the objectives and expectations stated in the Purchase Contract are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery, You and We will cooperate in good faith to appropriately modify such requirements.

3.4.2. Warranty. We warrant that the Professional Services We provide will be performed in a worker like manner, in accordance with generally accepted industry standards. For any material breach of this service warranty reported to Us in writing within 10 business days after delivery (under the preceding Section), We will provide additional Professional Services at Our expense in order to promptly cure the breach.

3.4.3. Sole remedies. The remedies specified in this Section 3.4 are Your only remedies for Our breach of service warranties or failure to meet the acceptance criteria in delivering Professional Services in accordance with the Purchase Contract.

3.5. Compliance with Workplace Rules. We will have the person or persons that We assign to perform the On-site Professional Services comply with those of Your workplace rules that You have provided to them in advance.

3.6. Subcontractors. We may, in our reasonable discretion, use third party subcontractors to perform any of Our obligations regarding delivery of the Professional Services.

3.7. Expiration of Professional Services. We will use all reasonable efforts to schedule and deliver Professional Services in accordance with Your schedule and requirements. However, unless we agree otherwise in writing, we retain the right to terminate our obligations to deliver any Professional Services, whether on-site or remote, that have not been delivered within 12 months of the Order Date.

3.8. Reservation of right to change terms and prices of Our Professional Services. We reserve the right to change the terms and prices of any Professional Services at any time without advance notice.

4.0 GENERAL TERMS

4.1. Fees and Payment

4.1.1. Fees. You agree to pay all amounts due to Us as shown on the Purchase Contract ("Total Fees"). Except as specified in the Purchase Contract all such amounts are non-cancellable and non-refundable. Amounts due for Software, Documentation and/or Professional Services are based on the right to access the Software, Documentation and/or Professional Services and are not dependent on actual usage, nor are they contingent upon delivery of any future functionality or features.

4.1.2. Taxes. Except to the extent You provide us with a valid tax exemption certificate authorized by the appropriate taxing authority, We will invoice You for and You will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes associated with Your purchases under this Agreement, except for taxes based on Our net income or property.

4.1.3. Acceptance. All Software will be deemed accepted upon Our making it available to You and will thereafter be subject to the warranty provisions of this Agreement.

4.1.4. Invoicing & Payment. Unless otherwise stated in the Purchase Contract, fees for products and services will be invoiced at the time of order with payment due net 30 days from the invoice date. Invoices unpaid after 30 days shall accrue interest at a rate of 1% per month.

4.1.5. Suspension of Access to Software for Non-Payment. If Your account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of Our other rights or remedies, We reserve the right to suspend Your access to the Software, Documentation and the delivery of Professional Services, without liability to You, until such amounts are paid in full. You will also promptly certify that You have de-installed all such software and destroyed all copies of it, if applicable.

4.2. Confidentiality

4.2.1. Definition of Confidential Information." **Confidential Information**" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and either designated as confidential or of a type reasonably expected to be confidential. Confidential Information includes this Agreement (including pricing and other terms reflected in all Purchase Contracts hereunder), the Customer Data, the Software and Documentation, business and marketing plans, financial information, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

4.2.2. Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years.

4.2.3. Compelled Disclosure. If by court order or other legal authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4. Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this Section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

4.3. Indemnities.

4.3.1. Our Indemnification of You. Subject to the conditions described below and the provisions of Section 4.6, We will defend, indemnify and hold You harmless from and against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against You by a third party, as follows:

1. ***For Personal Injury or Property Damage.*** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or negligence of Our personnel while on Your premises.

2. ***For Infringement:*** Our indemnity covers Claims alleging that the use of the Software and/or the Documentation as specified in this Agreement, or Our Professional Services, or any information, design, specification, instruction, software, data, material (collectively called "Material") furnished by Us in connection with this Agreement infringes the intellectual property rights of a third party. This indemnification does not apply to Hardware, which We resell subject to whatever warranties and indemnities are provided by the manufacturer. We will have no liability for any claim of infringement or misappropriation to the extent (a) the Material is based on specifications You provided, or (b) Your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material provided to You. If the Software becomes, or in Our opinion is likely to become, the subject of an infringement claim, We may, at Our option and expense, either procure for You the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund You the portion of Your purchase price attributable to the returned product.

4.3.2. Your Indemnification of Us. Subject to the conditions described below and Section 4.6, and to the extent not prohibited by applicable law, You will defend, indemnify and hold Us harmless from and against any loss, damage or

costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Us by a third party alleging that the Customer Data, Your use of the Software and/or Documentation in violation of this Agreement, or any Material provided by You either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party.

4.3.3. Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4. Exclusive Remedies. Our and Your responsibility for infringement of third-party rights is stated in this Section 4.3. The indemnities in this Section will be the sole and exclusive remedies for infringement of third-party rights in connection with this Agreement.

4.4. Care of Customer Data. We will make regular backups of data entered and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such data against loss, but We will not otherwise be responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our application and for replacing it if it is lost for any reason.

4.5. Force Majeure. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. The party affected by an event of Force Majeure will promptly notify the other of the circumstances and the expected impact on its performance. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement.

4.6. Disclaimers, Limitations and Exclusions.

4.6.1. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.9 AND 3.4.2 OF THESE STANDARD TERMS, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2. Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS ARISING OUT OF PERSONAL INJURIES OR PROPERTY DAMAGE CLAIMS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4.6.3. Exclusion of Consequential and Related Damages. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRECEDING SENTENCE WILL NOT APPLY TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, PROVIDED ANY SUCH DAMAGES WILL BE LIMITED TO $100,000.

4.7. U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as specifically permitted under these Standard Terms.

4.8. Term and Termination

4.8.1. Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this Section, continue in effect until the end of the last License Period covered by this Agreement, including any Renewal Term thereof.

4.8.2. Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3. Outstanding Fees. Termination will not relieve You of the obligation to pay any fees payable to Us prior to the effective date of termination.

4.9. Multi-Year Subscription Fund Out. As evidenced by Your execution of this Agreement, You reasonably believe that sufficient funds exist to fund this Agreement for the full period of the Purchase Contract, which is in excess of a one-year term, however, you have the right to terminate the Purchase Contract upon written notice to TouchMath at least ninety (90) days prior to the Start Date of each subsequent year of the Purchase Contract should it be reasonably determined that sufficient funding does not exist to continue funding the Purchase Contract. Supporting documentation of the reasonableness of such a determination to terminate this Agreement shall be provided to TouchMath upon written request and must verify that no funding from any source exists to fund the Purchase Contract. In the event the Purchase Contract is terminated pursuant to this provision, all access to the Software and Documentation shall be immediately terminated and all Professional Services shall be deemed delivered and fulfilled.

4.10. Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.5, 1.7, 1.8, 2.1, 4.1, 4.2, 4.3, 4.6, 4.7, 4.20 and 5.0**.**

4.11. Assignment. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld, conditioned or delayed). We may assign this Agreement in its entirety without Your consent to any affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Our assets. Any attempted assignment of this Agreement in breach of this Section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.12. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together will form one legal instrument.

4.13. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

4.14. Governing Law & Dispute Resolution. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its conflicts of laws rules. In all other cases, this Agreement will be governed by the internal laws of the State of Delaware, without regard to its conflicts of laws rules. Disputes must be filed in Delaware courts, unless state law requires otherwise. Furthermore, before filing a lawsuit, the Parties must engage in good faith mediation within sixty (60) days of a written dispute notice. If mediation is unsuccessful, then either Party may proceed to litigation or binding arbitration.

4.15. Third Parties. There are no third-party beneficiaries to this Agreement.

4.16. Notices. All notices under this Agreement must be in writing and will be deemed given upon: (a) personal delivery; (b) the fifth business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to Us will be addressed to the attention of the CEO, at our corporate offices as set forth in www.touchmath.com or emailed to legalservices@touchmath.com. Notices to You will be addressed to the attention of the person signing the Purchase Contract for You.

4.17. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.19. Waiver and Cumulative Remedies. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

4.20. Artificial Intelligence ("AI") Generated Content Disclaimer. Your use of Wittly by Classworks ("Wittly") is subject to these Terms. Wittly, TouchMath's' AI enabled learning guide and AI enabled assessment and learning activities, uses new AI technologies and features that are at an early stage of development. It is your obligation to educate yourself and your authorized Users on responsible use of AI in general and generative AI specifically when using Wittly. We strongly encourage that you require your authorized Users to review such guidelines (as well as any accompanying educational training and/or material related to our chatbot) as a prerequisite to access to our chatbot. We strive to use AI responsibly and are continually working to improve the accuracy of the output that Wittly provides for educators and students. We understand that AI can be used to help create meaningful and engaging content, as well as automate certain aspects of content production.AI generated content through Wittly is provided for informational purposes only and should not be relied upon for any specific purpose without verification of its accuracy or completeness. We take all necessary measures to ensure that content produced by Wittly is of the highest possible quality, but we cannot guarantee the accuracy of our AI generated content. We therefore disclaim any and all liability for any errors or omissions in the content produced by our AI technology and advise that users exercise caution when relying on such content. AI generated content by Wittly may contain errors, omissions, inaccuracies, incorrect and/or offensive statements, bias, and incomplete and/or outdated information that may adversely affect your use of Wittly. Furthermore, it may lack the same depth of detail and accuracy that can be provided by knowledgeable humans. Therefore, we cannot guarantee the accuracy of any AI generated content by Wittly. We are not responsible for any consequences resulting from your reliance upon such AI generated content. You should always use appropriate caution and consult with an expert before relying on automated information or making decisions based on AI generated content. We reserve the right to modify or remove any AI generated content at any time without notice. If you have any questions or concerns about the accuracy of AI generated content, please contact us for more information. **YOU ACKNOWLEDGE AND AGREE THAT AI OUTPUT FROM WITTLY OR OTHER AI ENABLED SERVICES MAY INCLUDE 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. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN AI OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. AI OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT CONTAIN MATERIAL INACCURACIES.WE DISCLAIM ALL WARRANTIES REGARDING AI CONTENT ACCURACY AND ARE NOT LIABLE FOR DAMAGES ARISING FROM INACCURATE, MISLEADING OR INCOMPLETE AI GENERATED OUTPUTS, AI BIASES OR ETHICAL CONCERNS AND YOUR FAILURE TO FACT-CHECK AI CONTENT BEFORE USE.**

5.0 DEFINITIONS·

"Professional Services" means fee-based services We provide to You to assist in Your implementation and on-going use of the Software and Documentation.·

"Computer System" means Your equipment (conforming to the System Requirements) used to deliver the Software for access and use by Your Users via Your network (i.e., a local area network or wide area network You own and operate which conforms to the Systems Requirements referenced in the Purchase Contract).

"Customer Data" means all electronic data, materials and other information You and/or Your Users (or TouchMath on behalf of You or Your Users) have entered or stored in the Software, including data and records relating to student information, performance or use, teacher data and supplemental instructional materials.·

"Documentation" means user guides, training materials, teacher guides, curricular materials, assessments, student reading passages, student work or activity sheets, projects, technical specifications, system requirements and any other material or content accompanying or accessible from the Software, accessible via Our websites, provided by Us to You in printed form or provided during the delivery of Professional Services, and any updates We (or our third party licensors) may issue from time to time.·

"Hardware" means a hardware product marketed by Us which is listed on the Purchase Contract and is intended to be used in connection with Software provided by Us.·

"License Period" means the period during which You will have access to the Software and Documentation that You license under this Agreement. This period will begin on the Start Date identified in the applicable Purchase Contract, and, unless earlier revoked in accordance with this Agreement, will continue in effect until the End Date, plus any Renewal Term(s). The Order Date is the date of the Purchase Contract. ·

"License Quantity" means the maximum number of Users granted access at any given time to Software and/or Documentation as designated in the Purchase Contract and which quantity may be defined by the number of student users, classes or school sites provided access to the Software and/or Documentation, or by school district.

"Renewal Term" means the extension of the License Period for any paid renewal of the Purchase Contract. Ordinarily, this annual renewal occurs each year on the Start Date.·

"Software" means software marketed by Us which is listed on the Purchase Agreement. The term "Software" includes both TouchMath and/or Classworks Software and any Third-Party Software included.·

"Third-Party Software" means software We acquire from a third-party producer for distribution to our customers under licensing terms and conditions specified by the producer.·

"Users" means individuals You authorize to use Software and provide (or authorize Us to provide) user identifications and passwords, and/or Documentation in accordance with the Purchase Contract. Users may include Your students and their parents, teachers, faculty and administrators at Licensed Sites. Users may be defined by grade, Sub-population, AYP reporting category or as otherwise set forth in the Purchase Contract.

END OF STANDARD TERMS AND CONDITIONS FOR TOUCHMATH PRODUCTS AND SERVICES

TouchMath Privacy Policy

Last Updated: November 5, 2024

At TouchMath Acquisition LLC, or under the names of Curriculum Advantage, Inc. and/or Classworks (all of which are included in the reference "TouchMath", sometimes referred to in this document as "We," "Us" and "Our", and all of which are owned by TouchMath), we are committed to protecting the privacy and security of the student data we collect and use in providing our educational products and services. This summary outlines the key points of our privacy policy:

- We collect student data from schools and users of our products, including personal information, schoolwork, and device usage data.
- We use student data only to provide and improve our educational products and services, as authorized by schools or parents.

- We do not sell student data to third parties or use it for targeted advertising.
- We may share student data with our service providers who help us deliver our products, but they are obligated to protect the data in line with this policy.
- We maintain a comprehensive information security program to safeguard student data against unauthorized access or disclosure.
- Parents and guardians can contact their child's school to review, correct, or update the student data we hold.
- We retain student data only for as long as necessary to fulfill the purposes outlined in this policy and our agreements with schools.

For more detailed information, please refer to the full privacy policy below. If you have any questions or concerns, contact us at legalservices@touchmath.com.

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Introduction

TouchMath is leading the way in K-12 curriculum and assessment. TouchMath's programs provide teachers with powerful tools that help them understand and respond to the needs of every student and use data in a way that is safe, secure, and effective.

This Customer Privacy Policy ("Privacy Policy") or ("Policy") describes how TouchMath collects, uses, and discloses personal information and data through the provision of its education products and services ("Products"), including Classworks, MyTouchMath and any other product or service that links to this Customer Privacy Policy, to its users (K-12 students, educators, staff and families) and School Customers (School Districts and State Agencies, as defined below). In the course of providing the Products to the Customer, TouchMath may collect or have access to "education records," as defined by the federal Family Educational Rights and Privacy Act of 1974 ("FERPA") and personal information that is directly related to an identifiable student (collectively, "Student Data"). This Policy does not apply to TouchMath's company website; information collected from users of the website is governed by our website privacy policy.

We consider Student Data to be confidential and we collect and use Student Data solely for the purpose of providing our Products to, or on behalf of, our School Customer and for the purposes set out in this Privacy Policy and Customer Agreements. We take numerous measures to maintain the security and confidentiality of Student Data collected or stored by TouchMath on behalf of our School Customers, and we enable our School Customers to control the use, access, sharing and retention of the data. Our collection and use of Student Data is governed by our Agreements with our School Customers, including this Privacy Policy, and applicable laws including FERPA, the Children's Online Privacy Protection Act ("COPPA"), as well as other applicable federal, state and local privacy laws and regulations ("Applicable Laws"). With respect to FERPA, TMA receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing its Products, and such Student Data is owned and controlled by the School Customer.



Classworks has been vetted by the 1EdTech TrustEd Apps Program. The 1EdTech Data Privacy team reviewed TouchMath policies, including, but not limited to, Privacy Policy, Terms of Service, AI Policy, etc., using the 1EdTech Data Privacy Rubric. It notes that policies mention applicable privacy laws (COPPA, FERPA, GDPR) and accessibility features.

There may be different contractual terms or privacy policies in place with some of our School Customers. Such other terms or policies may supersede this Policy for information collected or released under those terms. If you have any questions as to which legal agreement or privacy policy controls the collection and use of your information, please contact us using the information provided below.

Definitions

Capitalized terms not defined in this section or above will have the meaning set forth by Applicable Laws.

1. “Agreement” means the underlying contractual Agreement between TouchMath and the School Customer.
2. “Authorized Users” means K-12 students, educators, staff and families using TouchMath‘s Products pursuant to an Agreement.
3. “School Customer” means the School District or State Agency that is the party to the Agreement to provide the TouchMath Products to the School Customer’s Authorized Users.
4. “School District” means a local education agency, school network, independent school, or other regional education system.
5. “State Agency” means the educational agency primarily responsible for the supervision of public elementary and secondary schools in any of the 50 states, the Commonwealth of Puerto Rico, the District of Columbia or other territories and possessions of the United States.
6. “Student Data” means any information that directly relates to an identifiable current or former student that TouchMath collects, receives, or generates in the course of providing the Products to or on behalf of a School Customer. Student Data may include personal information from a student’s “educational records,” as defined by FERPA.

Student Data Collected

TouchMath receives Student Data in two ways: (i) from our School Customers to implement the use of our Products and (ii) from Authorized Users.

1. Information provided by our School Customers
    - Most of TouchMath's educational Products require some basic information about who is in a classroom and who teaches the class. This roster information, including name, email address, grade level, and school ID numbers, is provided to TouchMath by our School Customers either directly from the School Customer's student information system or via a third party with whom the School Customer contracts to provide that information.
    - Our Customers may also choose to provide additional student demographic data (e.g. socio-economic status, race, national origin) and other school records (e.g. grades, attendance, assessment results) to TouchMath for tailoring individual learning programs or enabling additional reporting capabilities through TouchMath Products. For example, a School District may wish to analyze student reading assessment results based on English Language Learner status in order to better differentiate instruction, and in that case may provide that data along with other roster information.
2. Information collected through our Products.
    - **Schoolwork and student generated content.** We collect information contained in student assignments and assessments, including information in responses to instructional activities and participation in collaborative or interactive features of our Products. As part of the digital learning experience, some of our Products may enable students to write texts and create and upload images, video and audio recordings.
    - **Teacher comments and feedback.** Some of our Products may enable educators to provide scores, written comments, or other feedback about student responses or student course performance.
3. Other Personal Information Collected
    - **School Customer Information.** We collect personal information when a teacher, administrator or other authorized person associated with a School District or State Agency Customer creates an account or uses our Products or communicates with us. This could include contact information, such as a name, phone number, email address, as well as information about the individual's school and location.
    - **Parent and Guardian Information.** From time to time, we may collect personal information from or about a Student's parent or legal guardian. This information may be provided by a School Customer or directly by the parent or guardian who communicates with us or creates an account.
4. Device and Usage Data.
    - Depending on the Product, we may collect certain information about the device used to connect to our Product, such as device type and model, browser configurations and persistent identifiers, such as IP addresses and unique device identifiers. We may collect device diagnostic information, such as battery level, usage logs and error logs as well as usage, viewing and technical information, such as the number of requests a device makes, to ensure proper system capacity for all Authorized Users. We may collect geolocation information from a user's device, or may approximate device location based on other metrics, like an IP address. Some of our Products use "cookies," Web beacons, HTML5 local storage and other similar technologies to collect and store such data. We use this information to remember returning users and facilitate ease of login, to customize the function and appearance of the Products, and to improve the learning experience. This information also helps us to track product usage for various purposes including website optimization, to ensure proper system capacity, troubleshoot and fix errors, provide technical

assistance and customer support, provide and monitor the effectiveness of our Products, monitor and address security concerns, and to compile analytics for product improvement and other internal purposes.

- With respect to cookies, you may be able to reject cookies through your browser or device controls, but doing so may negatively impact your experience as some features may not work properly. To learn more about browser cookies, including how to manage or delete them, check the “Help,” “Tools” or similar section of your browser. If we link or combine device and usage information with personal information we have collected directly from users that relates to or identifies a particular individual, we will treat the combined information as personal information.
- **Third-party website tracking.** TouchMath does not track students across third-party websites and does not respond to Do Not Track (DNT) signals. TouchMath does not permit third party advertising networks to collect information from or about Students using TouchMath educational Products for the purpose of serving targeted advertising across websites and over time and TouchMath will never use Student Data for targeted advertising.

Use of Student Data

TouchMath uses Student Data collected from, or on behalf of, a School Customer to support the learning experience, to provide the Products to the School Customer and to ensure secure and effective operation of our Products, including:

1. to provide and improve our educational Products and to support School Customers' and Authorized Users' activities;
2. for purposes requested or authorized by the School Customer or as otherwise permitted by Applicable Laws;
3. for adaptive or personalized learning purposes, provided that Student Data is not disclosed;
4. for customer support purposes, to respond to the inquiries and fulfill the requests of our School Customers and their Authorized Users;
5. to enforce product access and security controls; and
6. to conduct system audits and improve protections against the misuse of our Products, or to detect and prevent fraud and other harmful activities.

TouchMath may use de-identified data as described in Section 5 below.

Disclosure of Student Data

We share or disclose Student Data only as needed to provide the Products under the Agreement and as required by law, including but not limited to the following:

1. as directed or permitted by the School Customer;
2. to other Authorized Users of the School Customer entitled to access such data in connection with the Products;
3. to our service providers, sub-processors, or vendors who have a legitimate need to access such data in order to assist us in providing our Products, such as platform, infrastructure, and application software. We contractually bind such parties to protect Student Data in a manner consistent with those practices set forth in this Policy;
4. to comply with the law, respond to requests in legal or government enforcement proceedings (such as complying with a subpoena), protect our rights in a legal dispute, or seek assistance of law enforcement in the event of a threat to our rights, security or property or that of our affiliates, customers, Authorized Users or others;
5. in the event TouchMath or all or part of its assets are acquired or transferred to another party, including in connection with any bankruptcy or similar proceedings, provided that successor entity will be required to comply with the privacy protections in this Policy with respect to information collected under this Policy, or we will provide School Customers with notice and an opportunity to opt-out of the transfer of Student Data by deleting such data prior to the transfer; and
6. except as restricted by Applicable Laws or contracts with our School Customers, we may also share Student Data with TouchMath's affiliated education companies, provided that such disclosure is solely for the purposes of providing Products and at all times is subject to this Policy.

De-Identified Data

TouchMath may use de-identified or aggregate data for purposes allowed under FERPA and other Applicable Laws, to research, develop and improve educational sites, services and applications and to demonstrate the effectiveness of the TouchMath Products. We may also share de-identified data with research partners to help us analyze the information for product improvement and development purposes.

Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual. We de-identify Student Data in compliance with Applicable Laws and in accordance with the guidelines of NIST SP 800-122. TouchMath has implemented internal procedures and controls to protect against the re-identification of de-identified Student Data. TouchMath does not disclose de-identified data to its research partners unless that party has agreed in writing not to attempt to re-identify such data.

Responsible Artificial Intelligence (AI) Use

We utilize artificial intelligence (AI) in a digital learning assistant to deliver and personalize the educational experience to students on the platform. We are committed to protecting student privacy and do not share any personally identifiable information with our third-party LLM (Large Language Model) provider used in the learning assistant.

What is the learning assistant, and what does it do?

The learning assistant is designed to empower students and teachers by providing personalized learning support and fostering a self-directed learning environment. This innovative tool leverages the Anthropic Claude LLM, a third-party AI model, to enhance the learning experience for each student.

This enables the learning assistant to:

- **Offer personalized explanations:** When students encounter a challenging instructional concept, the learning assistant can provide clear and concise explanations tailored to their learning style in their chosen language.
- **Be available anytime:** The learning assistant is available anytime during the student's Classworks instructional lessons, allowing students to seek guidance and practice whenever needed.

User Options and Ability to Opt-Out:

We respect your choices regarding AI usage. While the learning assistant is enabled by default, you have options:

- **District Level Users:** District Users can enable or disable the learning assistant support per school.
- **Teachers:** Teachers can disable the learning assistant for individual students.
- **Full Transparency:** District and teacher users have complete transparency in monitoring the learning assistant's responses to students.

Data and Privacy:

- **Third-party Generative AI Model:** We use the Anthropic Claude LLM, a third-party model.
- **Data Sharing:** We do not share any personally identifiable information with the Anthropic Claude, except for the student's first name and grade level, which is used for personalization.
- **Data Source:** The Claude LLM is trained on a dataset of anonymous data not from our platform. Anthropic also use data that they have permission to use. LLM separation from the platform ensures complete student privacy.
- **Model Improvement:** Prompts from students do not directly improve the Claude LLM. Instead, teachers, instructional content experts, and our engineers provide feedback to refine the prompts using advanced prompt engineering techniques for better student interaction.

Why did we choose Anthropic's Claude AI Model for our learning assistant?

Imagine you're training a super smart computer program to help you learn. There are different ways to do this, and one exciting approach pioneered by Anthropic is called **Constitutional AI**. Think of it like giving the program a set of rules, similar to a classroom code of conduct, to help it learn and behave safely and helpfully.

Here's why Constitutional AI is interesting for education:

- **Safer learning:** Constitutional AI helps the AI model avoid generating harmful or biased information, making it a more trustworthy learning companion.

- **Clearer explanations:** Constitutional AI encourages the AI model to explain its reasoning and thought process, helping you understand where the information comes from and how to think critically.
- **Fair and inclusive learning:** By following guidelines like fairness and respect, Constitutional AI helps the AI model avoid biases and create a more inclusive learning environment for everyone.

It's important to remember that Constitutional AI is still under development and therefore may make mistakes, but it shows promise for creating safe and responsible AI tools for education and other fields. See our **Terms and Conditions** for more information. While Anthropic's AI model isn't the only AI model, its focus on safety, transparency, and fairness through Constitutional AI makes it a strong choice for learning environments.

We are committed to transparency and will update this policy as our AI practices evolve.

Prohibitions; Advertising; Advertising limitations

TouchMath will not:

- sell Student Data to third parties;
- use or disclose Student Data to inform, influence, or enable targeted advertising to a student based on Student Data or information or data inferred over time from the student's usage of the Products;
- use Student Data to develop a profile of a student for any purpose other than providing the Products to a School Customer, or as authorized by a parent or legal guardian;
- use Student Data for any commercial purpose other than provide the Products to the School Customer, as authorized by the School Customer or the parent or guardian, or as permitted by Applicable Laws.

TouchMath may, from time to time, provide customized content, advertising, and commercial messages to School Customers, teachers, school administrators or other non-student users, provided that such advertisements shall not be based on Student Data. TouchMath may use Student Data to recommend educational products or services to users, or to notify users about new educational product updates, features, or services.

External Third-Party Services

1. This Privacy Policy applies solely to TouchMath's Products and practices. TouchMath School Customers and Authorized Users may choose to connect or use our Products in conjunction with third party services and Products. Additionally, our sites and Products may contain links to third party websites or services. This Policy does not address, and TouchMath is not responsible for, the privacy, information, or other practices of such third parties. Customers should carefully consider which third party applications to include among the Products and services they provide to students and vet the privacy and data security standards of those providers.
2. Users may be able to log in to our Products using third-party sign-in services such as Classlink or Google. These services authenticate your identity and provide you with the option to share certain personal information with us, including your name and email address, to pre-populate the user account information. If you choose to enable a third party to share your third-party account credentials with TouchMath, we may obtain personal information via that mechanism. You may configure your accounts on these third party platform services to control what information they share.

Security

1. TouchMath maintains a comprehensive information security program and uses industry standard administrative, technical, operational and physical measures to safeguard Student Data in its possession against loss, theft and unauthorized use, disclosure or modification. TouchMath performs periodic risk assessments of its information security program and prioritizes the remediation of identified security vulnerabilities.
2. In the event TouchMath discovers or is notified that Student Data within our possession or control was disclosed to, or acquired by, an unauthorized party, we will investigate the incident, take steps to mitigate the potential impact, and notify the School Customer in accordance with Applicable Laws.
3. TouchMath's servers are hosted in and managed and controlled by us from the United States and are not intended to subject TouchMath to the laws or jurisdiction of any jurisdiction other than that of the United States. If you are a user located outside the United States, you understand and consent to having Student Data collected and maintained by TouchMath processed in the United States. United States data protection and other relevant laws may not be the same as those in your jurisdiction. This includes the use of cookies and other tracking technologies as described above.
4. Data encryption is an important element of our protection of sensitive data at rest and in transit, and is reviewed and updated as appropriate annually, based on the latest standards and guidelines published by OWASP and NIST.
    - In transit: TouchMath encrypts all student data in transit over public connections, using Transport Layer Security (TLS), commonly known as SSL, using industry-standard protocols, ciphers, algorithms, and key sizes.
    - At rest: TouchMath encrypts student data at rest using the industry-standard AES-256 encryption algorithm.
5. TouchMath Products recommend strong password at sign-up and account creation. TouchMath recommends usage of Single Sign-on (SSO) methods to ensure secure access to TouchMath Products based on the School Customer privacy and security policies.
6. TouchMath's access control principles dictate that all student data we store on behalf of customers is accessible to district-authorized users and to a limited set of internal TouchMath users, with 2-factor authentication, who may only access the data for purposes authorized by the district. Districts maintain control over their internal users and may grant or revoke access.

Review and correction

1. FERPA requires schools to provide parents with access to their children's education records, and parents may request that the school correct records that they believe to be inaccurate or misleading.
2. If you are a parent or guardian and would like to review, correct or update your child's data stored in our Products, contact your School District. TouchMath will work with your School District to enable your access to and, if applicable, correction of your child's education records.
3. If you have any questions about whom to contact or other questions about your child's data, you may contact us using the information provided below.

Student Data retention

We will retain Student Data for the period necessary to fulfill the purposes outlined in this Policy and our agreement with that School Customer. We do not knowingly retain Student Data beyond the time period required to support a School Customer's educational purpose, unless authorized by the School Customer. Upon notice from our School Customers, TouchMath will return, delete, or destroy Student Data stored by TouchMath in accordance with applicable law and customer requirements. We may not be able to fully delete all data in all circumstances, such as information retained in technical support records, customer service records, back-ups and similar business records. Unless otherwise notified by our School Customer, we will delete or de-identify Student Data after termination of our Agreement with the School Customer.

COPPA

We do not knowingly collect personal information from a child under 13 unless and until a School Customer has authorized us to collect such information through the provision of Products on the School Customer's behalf. We comply with all applicable provisions of the Children's Online Privacy Protection Act ("COPPA"). To the extent COPPA applies to the information we collect, we process such information for educational purposes only, at the direction of the partnering School District or State Agency and on the basis of educational institutional consent. Upon request, we provide the School Customer the opportunity to review and delete the personal information collected from students. If you are a parent or guardian and have questions about your child's use of the Products and any personal information collected, please direct these questions to your child's school.

Updates to this policy

We may change this Policy in the future. For example, we may update it to comply with new laws or regulations, to conform to industry best practices, or to reflect changes in our product offerings. When these changes do not reflect material changes in our practices with respect to use and/or disclosure of Student Data, such changes to the Policy will become effective when we post the revised Policy on our website. In the event there are material changes in our practices that would result in Student Data being used in a materially different manner than was disclosed when the information was collected, we will notify School Customers affected by the changes via the email contact information provided by the customer and provide an opportunity to opt out before such changes take effect.

Contact us

If you have questions about this Policy, please contact us at:

- Email: legalservices@touchmath.com
- Mail: TouchMath Acquisition LLC

2 N Nevada Avenue, Suite 1200

Colorado Springs, CO 80903

Attention: General Counsel

To report a security vulnerability, email us at security@curriculumadvantage.com.

Supplemental Disclosures

Nevada. This section applies if you are a resident of the state of Nevada. While TouchMath does not sell personal information, as defined in Nevada law, Nevada residents may email a request for no sale of their personally identifiable information to legalservices@touchmath.com.

California. This section applies to you if you are a resident of the state of California and for purposes of this section the term "personal information" has the meaning provided by the California Consumer Privacy Act (the "CCPA"). Residents of California may be entitled to certain rights with respect to personal information that we collect about them under the CCPA: the Right to Know, the Right to Request Deletion and the Right to Opt-Out of Personal Information Sales. You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you the Products or engage with you in the same manner. To request to exercise your California consumer rights, please contact us at legalservices@touchmath.com with the subject line "California Rights Request."

***Note for students and other users who engage with TouchMath in connection with a School Customer's use of TouchMath*:** Because TouchMath provides the Products to School Customers as a "School Official," we collect, retain, use and disclose Student Data only for or on behalf of our School Customers for the purpose of providing the Products specified in our agreement with the Customer and for no other commercial purpose. Accordingly, we act as a "service provider" for our School Customers under the CCPA. If you have any questions or would like to exercise your California rights, please contact your School directly.

Third Party Code in TouchMath Acquisition LLC Products

This is a supplement to the **Terms and Conditions**. Any capitalized terms used but not defined below have the meanings in the **Terms and Conditions**. The Services contain code and libraries that we license from third parties. Some of these licenses require us to flow certain terms down to you.

Open Source Software in the Products. The Services include components subject to the terms and conditions of "open source" software licenses. To the extent applicable, we will identify open source software included in a Product in or through the Product itself. Some of these licenses require us to provide the open source software to you on the terms of the open source license instead of the terms of the **Terms and Conditions**. In that case, the terms of the open source license will apply, and you will have the rights granted in such licenses to the open source software itself, such as access to source code, right to make modifications, and right to reverse engineer. Notwithstanding the foregoing, if you are using the Products in the form provided to you, in accordance with your permitted Scope of Use, with no distribution of software to third parties, then none of these open source licenses impose any obligations on you beyond what is stated in the **Terms and Conditions**.

Combining the Products with Open Source Software. A requirement of some open source licenses, sometimes known as "copyleft licenses," is that any modifications to the open source software, or combinations of the open source software with other software (such as by linking), must be made available in source code form under the terms of the copyleft license. Examples of copyleft licenses include the GPL or LGPL, Affero, CPL, CDDL, Eclipse or Mozilla licenses. To the extent you are separately authorized by TouchMath Acquisition LLC to combine and distribute Products with any other code, you must make sure that your use does not: (i) impose, or give the appearance of imposing, any condition or obligation on us with respect to our Products (including, without limitation, any obligation to distribute our Products under an open source license); or (ii) grant, or appear to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in our Products. To be clear, you may not combine or otherwise modify our Products unless we expressly give you the right to do so under this Terms and Conditions.