

MY SCHOOL IMPROVEMENT PARTNER (MSIP)

SOFTWARE-AS-A-SERVICE TERMS OF SERVICE

Version Date: July 14, 2026

These My School Improvement Partner (“MSIP”) Software-as-a-Service Terms of Service (“Terms”) govern Client’s access to and use of the MSIP platform and related services provided by WestEd (“WestEd,” “Provider,” “we,” “our,” or “us”). These Terms are incorporated by reference into each Order Form executed by Client and WestEd.

1. DEFINITIONS

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“Authorized User” means an employee, contractor, consultant, or other individual authorized by Client or End User to access and use the Services.

“Client” means the entity identified in the applicable Order Form.

“Client Data” means all data, content, records, files, reports, and information submitted, uploaded, imported, transmitted, or stored by Client or its Authorized Users through the Services. Client Data excludes any Outputs or Usage Data rendered by the Services.

“Documentation” means the user guides, technical documentation, training materials, and specifications made available by WestEd.

“End User Data” means all data, content, records, files, reports, and information submitted, uploaded, imported, transmitted, or stored by End User or its Authorized Users through the Services.

“Order Form” means a mutually executed ordering document that references these Terms.

“Outputs” means reports, recommendations, summaries, analyses, visualizations, chat responses, and other content generated by or through the Services in response to Client Data, user inputs, Documentation or other information processed by MSIP.

“Personally Identifiable Information” (“PII”) means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable natural person. PII includes, without limitation, an individual's name, address, email address, telephone number, government-issued identification number, Social Security number, driver's license number, passport number, student identification number, employee identification number, financial account information, online identifiers, internet protocol (IP) addresses, geolocation data, biometric information, or any combination of data elements that could reasonably be used



to identify a specific individual. For educational institutions, PII also includes "personally identifiable information" as defined under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and its implementing regulations.

"Protected Health Information" ("PHI") shall have the meaning assigned to the term "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA"), including 45 C.F.R. § 160.103. PHI generally means individually identifiable health information that is transmitted or maintained in any form or medium and relates to an individual's past, present, or future physical or mental health or condition; the provision of healthcare to an individual; or payment for the provision of healthcare to an individual. PHI includes information that identifies, or could reasonably be used to identify, an individual in connection with such health information. PHI does not include information that has been de-identified in accordance with HIPAA requirements.

"Professional Services" means implementation, training, consulting, configuration, or other services provided under a Statement of Work.

"Retention Period" means a period of 90 days after the Terms of Service end where WestEd has retained Client Data within MSIP to afford time for Client to arrange transition of such data from the MSIP system. Thereafter, WestEd will delete all Client Data from the MSIP system, subject to its data retention and electronic backup policies.

"Services" means the hosted MSIP software platform, related applications, Documentation, support services, and updates provided under an Order Form.

"Subscription Term" means the subscription period identified in the applicable Order Form.

"Usage Data" means any data or analytics collected by WestEd of End User's use of the MSIP product and Services.

2. PROVISION OF SERVICES

2.1 Access Rights

Subject to these Terms and Client's payment obligations, WestEd grants Client a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Services solely for Client's internal educational, administrative, research, and school improvement purposes. Client is also granted a limited license to use MSIP Outputs and intellectual property created by it solely for internal and noncommercial use purposes.

2.2 Authorized Users

Client may permit Authorized Users to access the Services. Client is responsible for all activities conducted under their accounts and credentials.

2.3 Availability

WestEd shall make the Services available in accordance with the applicable Maintenance and Support Terms(including the Service Level commitment).

2.4 Changes to Services

WestEd may modify, enhance, improve, or update the Services from time to time provided such modifications do not constitute a Material Product Change except as permitted under the applicable Maintenance and Support Terms.

3. LICENSE RESTRICTIONS

Client shall not, and shall not permit any third party to:

- a. copy, modify, distribute, sell, lease, sublicense, or transfer the Services;
- b. reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive source code, underlying ideas, algorithms, models, architecture, security features, workflows, data structures, or technical design of the Services;
- c. create derivative works of the Services (to include replicating the services in other AI generative learning models);
- d. use the Services to develop a competing product;
- e. conduct unauthorized benchmarking or performance testing;
- f. scrape, harvest, or systematically extract data from the Services;
- g. permit access by unauthorized third parties;
- h. circumvent security measures or access controls;
- i. use the Services in violation of applicable law.

4. CLIENT RESPONSIBILITIES

Client shall:

- a. maintain accurate account information;
- b. *avoid uploading student Personally Identifiable Information or Protected Health Information or other sensitive, personal information into MSIP while using the Services;*
- c. implement internal policies, training, and technical controls to minimize the risk of inadvertent uploads. If PII or PHI is unintentionally uploaded, Client shall promptly notify WestEd and take reasonable steps to remediate.



- d. ensure Authorized Users comply with these Terms;
- e. obtain all rights and consents necessary to provide Client Data;
- f. implement reasonable security measures for credentials;
- g. use the Services only for lawful purposes.

Client remains solely responsible for the accuracy, quality, legality, and integrity of Client Data. Additionally, while the Services provide guidance, recommendations, and resources intended to support educational leadership, school improvement planning, and implementation efforts, they do not take the place of professional judgment and all strategic or other decisions required by the school principal, district superintendent, or other school leadership and their respective actions remain the responsibility of the Client.

5. FEES AND PAYMENT

5.1 Fees

Client shall pay all fees specified in the applicable Order Form.

5.2 Invoicing

Unless otherwise specified in an Order Form, invoices are due within thirty (30) days of receipt.

5.3 Taxes

Fees do not include taxes. Client is responsible for all applicable taxes except taxes imposed on WestEd's income.

5.4 Fee Adjustments

Subscription fees for renewal terms may be increased by up to five percent (5%) annually unless otherwise specified in the applicable Order Form.

5.5 Late Payments; Interest

Except for amounts subject to a good-faith dispute raised by Client in writing prior to the applicable payment due date, any undisputed amount not paid when due shall accrue interest from the due date until paid in full at the rate of one percent (1.0%) per month (twelve percent (12%) per annum), or the maximum rate permitted by applicable law, whichever is less. Such interest shall accrue daily and be compounded monthly to the extent permitted by applicable law.

Client shall reimburse WestEd for all reasonable costs and expenses incurred in collecting overdue undisputed amounts, including reasonable attorneys' fees, court costs, and collection agency fees, to the extent permitted by law.



WestEd reserves the right upon providing at least fifteen (15) days' prior written notice, to suspend access to the Services if any undisputed invoice remains unpaid more than thirty (30) days after its due date. WestEd shall restore access promptly following receipt of all overdue amounts, including applicable interest charges. WestEd shall not exercise its suspension rights with respect to amounts that Client is disputing in good faith and in accordance with this Agreement.

5.6 Suspension

WestEd may suspend access for undisputed amounts more than sixty (60) days overdue after providing written notice and an opportunity to cure.

6. TERM AND TERMINATION

6.1 Term

These terms remain effective for the duration of any active Order Form.

6.2 Subscription Term

Subscription periods are specified in the applicable Order Form.

6.3 Renewals

Subscriptions shall not automatically renew. Any renewal requires mutual written agreement.

6.4 Termination for Cause

Either party may terminate for material breach if such breach remains uncured thirty (30) days after written notice.

6.5 Effect of Termination

Upon termination:

- a. Client's access rights cease;
- b. Client shall pay all accrued fees;
- c. each party shall return or destroy Confidential Information as required;
- d. Client may request export of Client Data during the applicable Retention Period.

6.6 Transition Assistance Upon Termination

Transition Assistance. Upon Client's written request and provided that Client is not in material payment default, WestEd shall provide reasonable transition assistance to facilitate the orderly migration of Client's data and transition away from the Services.



For the thirty (30) days immediately preceding the effective date of expiration or termination of the applicable Subscription Term, WestEd shall, at no additional charge, provide commercially reasonable assistance consisting of: (a) consultation regarding data export options; (b) provision of available documentation relating to Client's use of the Services; (c) reasonable responses to transition-related questions; and (d) assistance with the export of Client Data in a commercially reasonable and commonly used electronic format.

Following the effective date of expiration or termination, and subject to WestEd's continued retention of Client Data in accordance with the Agreement and applicable Data Privacy and Security Terms, Client may request additional transition assistance for a period of up to sixty (60) days. Any such post-termination transition assistance shall be provided subject to WestEd's resource availability and shall be billed at WestEd's then-current professional services rates, not to exceed \$300 per hour, unless otherwise agreed in writing by the parties.

Transition assistance services may include data migration support, consultation regarding system configuration, knowledge transfer activities, coordination with replacement vendors, custom data extracts, project management support, and other mutually agreed transition-related services.

WestEd shall have no obligation to provide transition assistance beyond the sixty (60)-day post-termination period unless otherwise agreed in a separate written agreement. Nothing in this Section shall require WestEd to disclose its Confidential Information, trade secrets, proprietary software, source code, security procedures, or intellectual property, or to provide services that would compromise the security, integrity, or operation of the Services.

Client shall remain responsible for all fees incurred for post-termination transition assistance and for completing any migration activities within the applicable transition period.

7. CLIENT DATA

7.1 Ownership

Client retains all rights, title, and interest in and to Client Data.

To the extent information imported into the Services from WestEd's CALL platform constitutes Client Data under this Agreement, the ownership and usage rights applicable to such Survey Data, User Data, and Resulting Data shall continue to be governed by the applicable CALL agreements. Nothing in this Agreement shall be interpreted to limit those rights.

7.2 Limited License

Client grants WestEd a limited license to host, process, transmit, store, and display Client Data solely as necessary to provide the Services.

The foregoing license does not limit WestEd's rights under Section 12.3 to create and retain de-identified, aggregated, or anonymized data derived from Client's service usage and other de-identified operational information.

7.3 Data Export

Upon expiration or termination, but no later than 30 days thereafter, Client may request a copy of Client Data in a commercially reasonable format.

7.4 Data Deletion; Backup Copies

WestEd may delete Client Data after the Retention Period identified in the Data Privacy and Security Terms. WestEd also reserves the right to retain one copy of Client Data in accordance with its data retention and electronic backup policies. Such retention shall be subject to the data privacy protections and confidentiality terms set forth herein. For the avoidance of doubt, deletion of Client Data under this Section does not require deletion of Usage Data, de-identified, aggregated, or anonymized data created in accordance with Section 12.3, provided such data cannot reasonably be used to identify Client, its schools, educators, students, or individual users.

8. CONFIDENTIALITY

Confidential Information

8.1 "Confidential Information" means any non-public information disclosed by or on behalf of a party ("Disclosing Party") to the other party ("Receiving Party"), whether before or after the Effective Date, in written, electronic, visual, oral, graphic, machine-readable, or other tangible or intangible form, that (a) is designated or identified as confidential, proprietary, restricted, sensitive, or with similar designation at the time of disclosure, or (b) a reasonable person under the circumstances would understand to be confidential given the nature of the information and the circumstances surrounding its disclosure.

Confidential Information includes, without limitation:

1. software, source code, object code, algorithms, models, architectures, designs, methodologies, inventions, trade secrets, know-how, and technical information;
2. product roadmaps, business plans, financial information, pricing, forecasts, marketing strategies, customer lists, vendor information, and business operations;
3. security procedures, vulnerability assessments, audit reports, penetration testing results, incident response plans, and other security-related information;
4. Client Data, student data, educational records, personally identifiable information, protected health information, and other protected information;
5. the terms of this Agreement, Order Forms, Statements of Work, and pricing information; and
6. any notes, analyses, compilations, studies, reports, summaries, or other materials derived from or containing Confidential Information.

Confidential Information disclosed orally, visually, or by demonstration shall be considered Confidential Information if identified as confidential at the time of disclosure or if a reasonable person would understand such information to be confidential based on its nature and the circumstances of disclosure.

8.2 Exclusions

Confidential Information shall not include information that the Receiving Party can demonstrate through competent written evidence:

- (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party;
- (b) was lawfully known to the Receiving Party without restriction on disclosure prior to receipt from the Disclosing Party;
- (c) is lawfully received from a third party without breach of any confidentiality obligation;



(d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or

(e) is approved for release by the Disclosing Party in a written authorization.

8.3 Obligations of Confidentiality

The Receiving Party shall:

(a) use the Confidential Information solely for purposes of performing its obligations or exercising its rights under this Agreement;

(b) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care;

(c) restrict access to those employees, contractors, consultants, advisors, auditors, attorneys, and agents who have a need to know such information for purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those contained herein; and

(d) not disclose, publish, distribute, or otherwise make available the Confidential Information to any third party—except subcontractors, employees, agents, representatives who have a need to know—except as expressly permitted by this Agreement

The Receiving Party shall be responsible for any breach of this Section by its employees, contractors, consultants, agents, or representatives.

8.4 Return or Destruction

Upon the Disclosing Party's written request or upon expiration or termination of this Agreement, the Receiving Party shall promptly return or securely destroy all Confidential Information in its possession or control, except to the extent retention is required by applicable law, regulation, professional record retention requirements, or bona fide backup and archival systems maintained in the ordinary course of business.

8.5 Compelled Disclosure

Notwithstanding any other provision of this Agreement, the Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, subpoena, court order, governmental demand, civil investigative demand, administrative order, or other valid legal process issued by a court, governmental authority, arbitrator, or tribunal of competent jurisdiction ("Legal Process"), provided that the Receiving Party:

(a) promptly notifies the Disclosing Party in writing of the Legal Process, unless such notice is prohibited by law or the Legal Process itself;

(b) provides the Disclosing Party with a reasonable opportunity, at the Disclosing Party's expense, to seek a protective order, confidential treatment, injunctive relief, or other appropriate remedies;



- (c) reasonably cooperates with the Disclosing Party's efforts to obtain such protection; and
- (d) discloses only that portion of the Confidential Information that its legal counsel advises is legally required to be disclosed.

Where protective measures are not obtained, the Receiving Party shall use commercially reasonable efforts to ensure that any disclosed Confidential Information fully receives confidential treatment and protection from further disclosure permitted by applicable law.

Nothing in this Section shall require the Receiving Party to violate applicable law or a lawful order of a court, governmental authority, or tribunal.

8.6 Equitable Relief

The parties acknowledge and agree that any actual or threatened unauthorized use, disclosure, or misappropriation of Confidential Information may cause immediate and irreparable harm for which monetary damages alone would be an inadequate remedy. Accordingly, in the event of any actual or threatened breach of the confidentiality obligations set forth in this Agreement, the Disclosing Party shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and other equitable remedies, without the necessity of posting bond, proving actual damages, or establishing the inadequacy of monetary damages, in addition to any other rights and remedies available at law or in equity.

The availability of such equitable relief shall not limit or preclude the recovery of monetary damages or any other remedies available under this Agreement or applicable law.

9. PRIVACY AND SECURITY

WestEd shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Client Data.

WestEd's data handling practices are governed by the Data Privacy and Security Terms incorporated into the applicable Order Form.

10. EDUCATIONAL DATA AND FERPA

Although Client is expected to avoid uploading PII and PHI pursuant to Section 4, if Client Data inadvertently contains student education records governed by FERPA, parties agree that WestEd acts as a school official with legitimate educational interests when providing the Services on behalf of Client.

Client remains responsible for obtaining all rights, permissions, notices, and consents necessary to provide Client Data and authorize WestEd to process such Client Data in accordance with this Agreement.

11. Subprocessors

11.1 Use of Subprocessors. Client acknowledges and agrees that WestEd may engage third-party service providers, contractors, affiliates, cloud hosting providers, infrastructure providers, support providers, analytics providers, and other vendors (collectively, "Subprocessors") to assist in the provision, operation, maintenance, support, security, hosting, storage, monitoring, and improvement of the Services.

WestEd shall maintain and make available to Client, upon request or through a publicly accessible webpage, a current list of Subprocessors that may process Client Data in connection with the Services, including a description of the services performed by each Subprocessor.

WestEd shall conduct commercially reasonable diligence in the selection and oversight of its Subprocessors and shall enter into written agreements with Subprocessors that impose data protection, confidentiality, and security obligations that are no less protective of Client Data than the obligations imposed on WestEd under this Agreement and the applicable Data Privacy and Security Terms.

WestEd shall remain responsible for the acts and omissions of its Subprocessors to the same extent that WestEd would be responsible if it were performing the services of such Subprocessor directly, except to the extent the claim, loss, or liability results from Client's actions, Client Data, or Client's instructions.

WestEd may add, remove, or replace Subprocessors from time to time as part of its ordinary business operations. Upon Client's written request, WestEd shall provide reasonable advance notice of any material new Subprocessor that will have access to Client Data. If Client reasonably determines that the use of a new Subprocessor presents a material and demonstrable risk to Client's compliance obligations under applicable law, the parties shall work together in good faith to address such concerns through commercially reasonable measures. If the parties are unable to resolve the concern within a reasonable period, Client's sole remedy shall be to terminate the affected Services upon written notice and receive a prorated refund of any prepaid fees for the terminated portion of the Subscription Term.

Nothing in this Agreement shall prohibit WestEd from using infrastructure providers, cloud hosting providers, telecommunications providers, utility providers, payment processors, professional advisors, auditors, or other service providers that do not access Client Data in the ordinary course of providing their services.

As of the Effective Date, WestEd's approved Subprocessors may include cloud hosting providers, content delivery networks, data storage providers, customer support platforms, security monitoring providers, analytics providers, communication providers, and other service providers reasonably necessary to operate the Services.

11.2 Subprocessor Disclosures. WestEd may use the subprocessors listed in Addendum 1 to this Agreement, which is attached hereto and incorporated herein by reference.

12. INTELLECTUAL PROPERTY

12.1 WestEd Ownership

WestEd retains all right, title, and interest in:

- a. the Services;
- b. software code, architecture design including but not limited to the system architecture, object code, algorithms, AI models, prompts, workflows, APIs, database structures, user interfaces, technical designs, know-how, derivative works;
- c. Documentation;
- d. training materials;
- e. configurations;
- f. modifications, improvements and enhancements;
- g. related intellectual property rights;
- h. All Outputs, Usage Data, and intellectual property created from MSIP (e.g., AI generated reports/recommendations), including the WestEd intellectual property, methodologies, frameworks, prompts, models, research, and other proprietary content embodied therein, to the extent allowed by law. Client is granted a license to use such Outputs and intellectual property as further set forth in Section 2.1 (Access Rights).

12.2 Feedback

Client grants WestEd a perpetual, royalty-free right to use feedback regarding the Services.

12.3 Aggregated Data

WestEd may create, retain, and use de-identified, aggregated, and anonymized data (to include Outputs and Usage Data) derived from service usage, operational metrics, feature utilization, system performance, and other non-identifiable operational information for research, benchmarking, analytics, reporting, and product improvement purposes.

No such data shall identify Client, students, educators, or individual users.

13. ARTIFICIAL INTELLIGENCE AND ANALYTICS

To the extent the Services incorporate analytics, predictive tools, machine learning, or artificial intelligence features:

- a. Outputs are provided for informational purposes only;



- b. Client remains responsible for decisions made using Outputs;
- c. WestEd does not guarantee the accuracy of predictive or analytical results;
- d. Client Data shall not be used to train public AI models unless expressly authorized in writing by Client, or as otherwise outlined in this Agreement. For the avoidance of doubt, MSIP is a proprietary WestEd platform and is not a public-facing AI model.

14. WARRANTIES

14.1 Performance Warranty

WestEd warrants that the Services will perform substantially in accordance with the Documentation for ninety (90) days following initial availability.

14.2 Remedy

Client's exclusive remedy for breach of warranty shall be:

- a. correction of the nonconformity;
- b. replacement of affected functionality; or
- c. refund of prepaid fees attributable to the affected Services.

14.3 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED "AS IS."

WESTED DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

15. INDEMNIFICATION

15.1 WestEd Indemnity

WestEd shall defend and indemnify Client against third-party claims alleging that the Services infringe third party intellectual property rights of a U.S. copyright, patent, trademark or trade secret (a "Claim"). WestEd shall have sole control of the defense or settlement of any Claim. Client shall (a) provide WestEd with prompt written notice of a Claim; (b) reasonably cooperate with WestEd in the defense or settlement of a Claim, at WestEd's expense; and (c) have the right to retain its own counsel in the defense or settlement of any Claim at its own expense. WestEd will only settle for monetary damages only and will not agree to finding fault against Client.

15.2 Exclusions

WestEd has no obligation for claims arising from:



- a. Client modifications to the Services without WestEd's express written agreement;
- b. Combinations of products or services not otherwise supplied by WestEd;
- c. Misuse of the Services;
- d. Any use of the Services that are contrary to the Documentation.

15.3 Client Indemnity

To the extent allowable by law, Client shall defend and indemnify WestEd against claims arising from:

- a. Client Data;
- b. Client's misuse of the Services;
- c. violation of law;
- d. infringement caused by Client content.

16. LIMITATION OF LIABILITY

16.1 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT DAMAGES, INCIDENTAL DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, LOST DATA, WHETHER IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 EACH PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

16.2(a) EXCEPT FOR:

- a. CONFIDENTIALITY BREACHES;
- b. INTELLECTUAL PROPERTY INFRINGEMENT;
- c. WILLFUL MISCONDUCT;
- d. GROSS NEGLIGENCE;
- e. INDEMNIFICATION OBLIGATIONS;
- f. DATA SECURITY OBLIGATIONS,

17. ACCESSIBILITY

WestEd shall use commercially reasonable efforts to maintain compliance with applicable accessibility requirements, including WCAG 2.1 AA and Section 508 standards where applicable.

18. EXPORT CONTROLS AND ECONOMIC SANCTIONS COMPLIANCE

Client acknowledges that the Services, software, technology, technical data, Documentation, and any related materials provided by WestEd (collectively, the "Controlled Materials") may be subject to applicable export control, import control, trade compliance, and economic sanctions laws and regulations of the United States and other applicable jurisdictions.

Client shall comply with all applicable federal, state, local, and international export control, import control, trade compliance, and economic sanctions laws and regulations in connection with its access to and use of the Services, including, as applicable:

- (a) the U.S. Export Administration Regulations ("EAR"), 15 C.F.R. Parts 730–774;
- (b) the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. Parts 120–130;
- (c) regulations administered by the U.S. Department of Commerce, Bureau of Industry and Security ("BIS");
- (d) regulations administered by the U.S. Department of State, Directorate of Defense Trade Controls ("DDTC");
- (e) economic sanctions programs administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"); and
- (f) any other applicable export control, import control, embargo, sanctions, or trade compliance laws and regulations.

Client shall not, directly or indirectly:

- (i) export, re-export, transfer, transmit, release, disclose, provide access to, or otherwise make available any Controlled Materials in violation of applicable export control or sanctions laws;
- (ii) access or use the Services from, or permit access to the Services from, any country, region, territory, or jurisdiction that is subject to comprehensive U.S. trade sanctions or embargoes, except as authorized by applicable law and required governmental approvals;
- (iii) provide access to the Services to any individual, organization, or entity appearing on any U.S. government restricted party, denied party, blocked party, or sanctions list, including the OFAC Specially Designated Nationals and Blocked Persons List, BIS Entity List, BIS Denied Persons List, or any similar governmental list;



(iv) use the Services in connection with the design, development, production, stockpiling, testing, maintenance, operation, deployment, or proliferation of nuclear, chemical, biological, or missile weapons systems, military end uses prohibited by applicable law, or any other prohibited end use under applicable export control laws; or

(v) take any action that would cause WestEd to violate any applicable export control or economic sanctions law or regulation.

Client represents and warrants that neither Client nor any of its Authorized Users are located in, organized under the laws of, ordinarily resident in, or owned or controlled by persons located in any jurisdiction subject to comprehensive U.S. sanctions or embargoes, nor are they identified on any applicable restricted party list maintained by the United States government.

Client shall be solely responsible for obtaining any licenses, permits, approvals, or authorizations required for its use, export, re-export, transfer, or disclosure of the Controlled Materials. Upon WestEd's reasonable request, Client shall provide information necessary to verify compliance with applicable export control and sanctions requirements.

WestEd reserves the right to suspend or terminate access to the Services immediately upon notice if WestEd reasonably determines that Client's use of the Services may violate applicable export control, sanctions, or trade compliance laws or may expose WestEd to regulatory, civil, or criminal liability. Such suspension or termination shall not relieve Client of its payment obligations accrued prior to the effective date of suspension or termination.

The obligations set forth in this Section shall survive expiration or termination of this Agreement.

19. INSURANCE

WestEd shall maintain commercially reasonable insurance coverage, including general liability, cyber and privacy liability, and professional liability coverage consistent with industry practice. Upon written request from Client, WestEd will provide Client with a copy of its current Certificate of Insurance naming Client as an additional insured under applicable policies.

20. GOVERNMENT CLIENTS

If Client is a governmental entity, provisions inconsistent with applicable law shall be modified only to the extent necessary to comply with such law.

21. ACCEPTABLE USE POLICY

Client shall comply with the Acceptable Use Policy as further outlined in Addendum 2, which is attached hereto and incorporated herein by reference.

21. ORDER OF PRECEDENCE

In the event of conflict among contract documents, the following order shall govern:

1. Executed Order Form;
2. Data Privacy and Security Terms;
3. These Terms of Service;
4. Professional Services Statement of Work;
5. Maintenance and Support Terms;
6. Documentation.

22. GENERAL PROVISIONS

22.1 Independent Contractors

The parties are independent contractors and work independently from one another. Neither party has the legal right to commit the other party, in any capacity, under contract or otherwise.

22.2 Assignment

Neither party may assign these Terms without the other's consent, except in connection with a merger, acquisition, or sale of substantially all assets whereby the assigning party shall provide written notice of such assignment to a successor.

22.3 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by circumstances beyond the reasonable control of the affected party ("Force Majeure Event"), including, without limitation: acts of God; natural disasters; earthquakes; floods; hurricanes; tornadoes; wildfires; severe weather events; epidemics; pandemics; public health emergencies; quarantines; disease outbreaks; acts of terrorism; cyberterrorism; war; armed conflict; invasion; hostilities; civil unrest; riots; insurrection; sabotage; labor disputes, strikes, lockouts, or other industrial disturbances; acts or omissions of governmental authorities; changes in law or governmental orders; embargoes; sanctions; utility failures; interruptions or failures of telecommunications, internet, cloud hosting, or other technology infrastructure; denial-of-service attacks; widespread cybersecurity incidents; power outages; transportation disruptions; supply chain interruptions; shortages of labor, fuel, materials, or equipment; and any other similar event beyond the reasonable control of the affected party.

The affected party shall: (a) promptly notify the other party of the Force Majeure Event and its anticipated impact on performance; (b) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable; and (c) continue to perform any obligations not affected by the Force Majeure Event.



If a Force Majeure Event prevents a party from substantially performing its obligations under this Agreement for a continuous period exceeding sixty (60) days, either party may terminate the affected Order Form or this Agreement upon written notice to the other party without liability, except for payment obligations accrued prior to the effective date of termination.

For the avoidance of doubt, a party's inability to pay amounts due, lack of funds, or economic hardship alone shall not constitute a Force Majeure Event.

22.4 Notices

Notices shall be delivered to the contacts identified in the applicable Order Form.

22.5 Entire Agreement

These Terms, the Order Form, and incorporated documents constitute the entire agreement between the parties.

22.6 Amendment

Amendments must be in writing and signed by authorized representatives of both parties.

22.7 Governing Law; Venue

This Agreement, including all Order Forms, Statements of Work, and any disputes arising out of or relating to this Agreement, the Services, or the relationship of the parties, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

The parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in San Francisco County, California, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts. Each party waives any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction with respect to any such action or proceeding.

Notwithstanding the foregoing, either party may seek temporary, preliminary, or permanent injunctive relief, equitable relief, or other remedies necessary to protect its intellectual property rights, confidential information, or data security interests in any court of competent jurisdiction.

22.8 Severability

If any provision of this Agreement, or the application of any provision to any person or circumstance, is determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, unenforceable, or void, then (a) such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving, to the greatest extent possible, the original intent and economic effect of the provision, and (b) if such modification is not possible, such provision shall be severed from this



Agreement and shall be ineffective only to the extent of such invalidity, illegality, or unenforceability. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and the remaining provisions shall remain in full force and effect.

The parties further agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent, purpose, and economic effect of the severed provision.

22.9 Survival

Sections concerning confidentiality, intellectual property, payment obligations, limitations of liability, indemnification, and data protection shall survive termination.

END OF TERMS OF SERVICE

Addendum 1

Subprocessor Disclosures

Approved Subprocessors

Client acknowledges and agrees that WestEd may engage third-party service providers, contractors, affiliates, cloud hosting providers, infrastructure providers, support providers, analytics providers, and other vendors ('Subprocessors') to assist in the provision, operation, maintenance, support, security, hosting, storage, monitoring, and improvement of the My School Improvement Partner (MSIP) Services.

WestEd shall maintain and make available to Client, upon request or through a publicly accessible webpage, a current list of Subprocessors that may process Client Data in connection with the Services. WestEd shall enter into written agreements imposing confidentiality, security, and data protection obligations that are no less protective than those imposed on WestEd under the Agreement. WestEd remains responsible for the acts and omissions of its Subprocessors to the same extent as if WestEd performed the services directly.

WestEd may add, replace, or remove Subprocessors from time to time. Upon written request, WestEd shall provide reasonable advance notice of any material new Subprocessor that will have access to Client Data.

Subprocessor	Service Category	Purpose	Data Potentially Processed
Microsoft Azure	Cloud Hosting	Application hosting and infrastructure	Client Data, application data
Amazon Web Services (if applicable)	Cloud Infrastructure	Backup, storage, infrastructure services	Client Data
Cloudflare	Security/CDN	Network security and content delivery	IP addresses, traffic metadata
Hubspot	CRM/Support Ticketing Agent	Manage maintenance and support tickets	Functionality data, Usage Data
ITX	Agentic AI Solution Provider	Functionality of agentic AI solution	Usage Data, Client Data
Microsoft 365	Productivity/Communications	Email and collaboration services	Business contact information

SendGrid	Email Delivery	Transactional email delivery	Email addresses, communications
Twilio	Communications	SMS or notification services	Contact information
Datadog	Monitoring	Application monitoring and logging	System and Usage Data
Sentry	Error Tracking	Application diagnostics	System logs and metadata
Zendesk	Client Support	Support ticket management	Support communications
Salesforce	CRM	Client relationship management	Business contact information
DocuSign	Electronic Signature	Execution of agreements	Contract and contact information
Google Workspace	Collaboration	Document and communication services	Business contact information

The foregoing list is illustrative and may be updated from time to time. WestEd will maintain a current subprocessor inventory and provide updates consistent with the Agreement and applicable Data Privacy and Security Terms.

Addendum 2

Acceptable Use Policy

Acceptable Use Policy

Acceptable Use

Client shall use the Services only for lawful purposes and in accordance with this Agreement, the Documentation, and all applicable federal, state, and local laws, regulations, and governmental requirements. Client is responsible for ensuring that its Authorized Users comply with this Acceptable Use Policy and shall be responsible for all activities conducted through Client's accounts and credentials.

Client shall not, and shall not permit any Authorized User or third party to:

A. Illegal or Unauthorized Activities

- (a) use the Services in violation of any applicable law, regulation, court order, or governmental requirement;
- (b) use the Services for any unlawful, fraudulent, deceptive, harmful, or unethical purpose;
- (c) infringe, misappropriate, or otherwise violate the intellectual property, privacy, publicity, contractual, or other rights of any person or entity;
- (d) use the Services to harass, threaten, defame, abuse, stalk, or otherwise harm any individual or organization.

B. Security and System Integrity

- (a) attempt to gain unauthorized access to the Services, systems, networks, accounts, data, or environments of WestEd or any third party;
- (b) circumvent, disable, defeat, probe, test, or otherwise interfere with any authentication, security, monitoring, or access-control mechanisms;
- (c) introduce, transmit, upload, distribute, or otherwise make available any malware, ransomware, viruses, worms, Trojan horses, malicious code, or other harmful software;
- (d) conduct denial-of-service attacks, distributed denial-of-service attacks, penetration testing, vulnerability scanning, load testing, or similar activities without WestEd's prior written consent;
- (e) interfere with or disrupt the integrity, availability, performance, or operation of the Services or any related systems.

C. Unauthorized Access and Use



(a) share user credentials among multiple individuals except as expressly authorized by WestEd;

(b) permit unauthorized third parties to access or use the Services;

(c) access or use the Services for the purpose of monitoring availability, performance, or functionality for competitive benchmarking without WestEd's prior written consent;

(d) use automated means, robots, crawlers, scrapers, spiders, bots, or similar technologies to access, extract, collect, copy, or harvest information from the Services except as expressly permitted by the Documentation.

D. Software Restrictions

(a) copy, modify, translate, adapt, or create derivative works of the Services;

(b) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive source code, algorithms, models, or underlying structures of the Services;

(c) sell, resell, lease, sublicense, distribute, outsource, timeshare, or otherwise commercially exploit the Services except as expressly authorized under this Agreement;

(d) use the Services, Outputs, Documentation, or any content obtained through the Services develop, train, improve, or support any competing product or service.

E. Data Restrictions

(a) upload, transmit, store, or process any data for which Client lacks the necessary rights, permissions, notices, or consents, including any consents, required copyright or other intellectual property rights, contractual permissions, to provide such data to WestEd and authorize WestEd's use of the data in accordance with this Agreement;

(b) upload, transmit, store, or process data that violates applicable privacy, educational, health, consumer protection, intellectual property, or data protection laws;

(c) knowingly upload malware, corrupted files, or malicious content;

(d) upload, transmit, or store Protected Health Information ("PHI") unless expressly authorized in writing by WestEd and supported by a separate written agreement, if required by applicable law;

(e) upload or disclose sensitive information beyond what is reasonably necessary for the intended use of the Services;

(f) where the Services notify Client that an uploaded document may contain personally identifiable information, Client represents that it has reviewed the flagged content, determined that the upload is appropriate for the intended educational purpose, and has all necessary rights, permissions, notices, and authority to upload such information and authorize WestEd to process it in accordance with the Agreement.

F. Artificial Intelligence and Automated Use



To the extent the Services include analytics, predictive tools, machine learning capabilities, or artificial intelligence functionality, Client shall not:

- (a) use the Services to generate unlawful, discriminatory, defamatory, harassing, misleading, or harmful content;
- (b) use the Services in a manner that violates applicable laws governing automated decision-making or educational records;
- (c) represent Outputs generated by the Services as professional, legal, medical, psychological, educational, or regulatory advice;
- (d) use automated methods to extract, replicate, train, or build competing machine learning or artificial intelligence systems using the Services or Outputs from the Services.

G. Educational Data

Client shall not use the Services in a manner that would cause WestEd to violate FERPA, applicable state student privacy laws, contractual obligations regarding educational records, or other applicable privacy and security requirements.

Client shall be solely responsible for obtaining any required permissions, notices, authorizations, or consents necessary to provide educational records, student data, or other information to the Services.

Monitoring and Enforcement

WestEd may monitor the Services to the extent reasonably necessary to maintain security, integrity, performance, and compliance with this Agreement. WestEd does not undertake any obligation to actively monitor Client content or activities.

If WestEd reasonably determines that Client or any Authorized User has violated this Acceptable Use Policy, WestEd may take appropriate action, including removing content, suspending access to affected accounts, restricting functionality, requiring corrective action, or suspending or terminating the Services in accordance with the Agreement. Where reasonably practicable, WestEd shall provide notice and an opportunity to cure before taking such action; however, WestEd may take immediate action without prior notice if necessary to protect the security, integrity, availability, or lawful operation of the Services or to comply with applicable law.

Reporting Violations

Client shall promptly notify WestEd upon becoming aware of any unauthorized access, security incident, misuse of the Services, or violation of this Acceptable Use Policy involving Client's accounts or Authorized Users and shall cooperate with WestEd in investigating and remediating such issues.



Survival

The obligations set forth in this Acceptable Use Policy shall survive for so long as Client or its Authorized Users access or use the Services and shall survive termination of the Agreement to the extent necessary to enforce WestEd's rights and remedies arising from violations occurring during the Subscription Term.