

SERVICES ORDER FOR REACH CYBER CHARTER SCHOOL



The scope of services to be provided include Khan Academy District services and Khanmigo for Districts service. The services will be provided pursuant to Khan Academy's **Terms of Service for the District Service** and the **Khanmigo Addendum**, which are located at Attachment 1 and Attachment 2 respectively and incorporated herein by reference. This order, together with the Terms of Service and Khanmigo Addendum, are referred to as the "Agreement."

The Khan Academy District services consist of rostering support for schools and teachers, access to Khan Academy district administrator reports, implementation support and priority technical support for Customer's teachers, together with professional development/training and other services set forth below.

ORDER INFORMATION

Product	Quantity	Grades	Subjects	Rostering Service	Fees
Khan Academy Districts	400	8th Grade	Math, Science*	Clever	\$10 per student Total: \$4,000
Professional Development	4 live virtual hours	Professional development sessions will be selected from your customized learning plan.			Included

Product	Quantity**	Allocation: Grades	Fees***
Khanmigo for Districts - Teaching Assistant	10 teachers	8th Grade	\$72 Per teacher Total: \$720
Khanmigo for Districts - Student Tutor	400 students	8th Grade	\$60 per student: Total \$24,000 Contract Fees for Khanmigo for Districts: \$24,720
Khanmigo for Districts - Administrator	2	Administrator account can be allocated to either school or district administrator at the election of Customer	Included
Khanmigo for Districts - Required Professional Development	2 hours of live virtual training	Required professional development on the use and implementation of Khanmigo	Included
Total Contract Fees for Khan Academy Districts and Khanmigo for Districts: 28,720			

Licenses: Services will be provided to the number of students set forth above, and their associated teachers.

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

****Quantity:** The individuals assigned Khanmigo for Districts will be implemented at the school level. Khanmigo for Districts - Teaching Assistant is a precondition for implementing Khanmigo for Districts - Student Tutor. In other words, a school cannot have Khanmigo for Districts - Student Tutor without implementing Khanmigo for Districts - Teaching Assistant, and all students accessing Khanmigo need to have a teacher with Khanmigo for Districts - Teaching Assistant.

Term: Services are provided for a term of one year, commencing on August 1, 2023, and ending on July 31, 2024. Under no circumstance shall the term of the contract extend beyond July 31, 2024 without a written amendment to this Agreement executed by the Parties in writing (including a renewal purchase order).

Fees: Total fees (excluding those for any additional professional development) are calculated based on the number of student licenses. Except as agreed between the parties in writing, each party will bear its own expenses. Discounts or fee waivers are one-time only and apply only to the Term specified in this Order.

Khanmigo for Districts Fees: The per-teacher amount represents a 20% discount from the standard Khanmigo for Districts Teaching Assistant add-on subscription price (\$90.00 per teacher). The \$72 price per teacher for the Khanmigo for Districts Teaching Assistant add-on is a special price offered for the first year only. The per-student amount represents a 33% discount from the standard Khanmigo for Districts Student Tutor add-on subscription price (\$90 per student). The \$60 per student price for the Khanmigo for Districts Student Tutor add-on is a special price offered for the first year only.

Khanmigo for Districts provides Customer a fixed allocation of up to 553,000,000 total tokens per academic year, with a daily individual allocation of up to 40,000 tokens per user.

Customer		Khan Academy	
Customer Name	Reach Cyber Charter School	Company Name	Khan Academy
Address	750 East Park Drive Suite 204	Address	P.O. Box 1630
City/State/Zip	Harrisburg, PA. 17111	City/State/Zip	Mountain View, CA 94042
Primary Contact	Corey Groff	Primary Contact	Jason Hovey
Email	cgroff@reachcyber.org	Email	jasonhovey@khanacademy.org

Phone	1 (866) 732-2416	Phone	415-309-6851
Billing Contact Name		Billing Contact	Accounts Receivable
Billing Contact Email		Billing Email	invoice@khanacademy.org

SIGNATURES

The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

By its signature below, each party confirms its acceptance of the proposal set forth herein. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party. This proposal will become binding upon the signature of both parties.

Khan Academy, Inc.

Customer: Reach Cyber Charter School

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Attachment 1

Khan Academy Districts Terms of Service

Set forth below are the Terms of Service ("TOS") made between Khan Academy, Inc., a 501(c)(3) organization ("Khan Academy" or "we" or "us") and a school, school district or other local education agency entity (each, an "LEA") subscribing to Khan Academy Districts ("Customer" or "you"). This TOS governs the use of the Khan Academy Districts service (the "District Service").

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

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

As used herein, visitors and users of the Website (including students, teachers, and parents) are referred to individually as "User" and collectively as "Users" and accounts held by those persons are referred to as "User Accounts."

1. Subscription Terms.

1.1 Subscription Terms. The District Service is offered to Customer for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms") set forth in the then-current quote or service agreement for the account. When using the District Service, you will also be subject to our Privacy Policy and any posted guidelines, policies or rules applicable to specific features of the District Service or use of the Website, which may be posted from time to time (collectively the "Guidelines"). The Account Terms, this TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the District Service and are referred to collectively as the "Agreement". Your account terms specify the scope of services provided, including by reference to the number of accounts, students, subjects or grade levels included in your subscription. Student accounts will be counted upon activation, and may not be shared or transferred among Students.

1.2 Payment. All fees are set forth in the Customer order form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and fees are non-refundable. Customers may tender payment by wire transfer, check, or other methods at Khan Academy's discretion (contact us for details). Payment must be received by Khan Academy no later than thirty (30) days after Khan Academy issues an invoice. If Khan Academy does not receive payment within thirty (30) days, the invoice is past due and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of an account does not relieve the

Customer of its obligation to pay for the District Service for the full term of the subscription. Customer is responsible for paying all fees and applicable taxes, if any, associated with the District Service, including any sales, use, or value added taxes. All questions relating to payments and fees should be sent to invoice@khanacademy.org.

1.3 Licensed Students. The Services are provided on a per-license, subscription basis. The concurrent number of students receiving access cannot exceed the purchased number of licenses by more than 5% or by more than 1000 students (collectively "Overage"). If Customer's rostered students exceed the purchased number of licenses by more than 5% or by more than 1000 students, Customer is obligated to either pay for any licenses that surpass the purchased amount or reduce its number of rostered students. Additional licenses may be added mid-subscription term and such additional licenses will be for a term concurrent with Customer's then-current subscription term and will terminate on the same date. Additional licenses rostered prior to January 1 will be priced at the same rate as the set forth in the current contract, and additional licenses rostered on or after January 1 will be priced at 50% of the rate as the set forth in the current contract; in each case, the licenses will be valid only until the end of Customer's current term.

1.4 Implementation Calendar. The standard service term is one year, commencing on August 1, and ending on July 31. Programmatic support services will be provided during the regular, full school year (exclusive of any summer session). The District may elect to continue updating its roster via a Rostering Service (as defined in Section 3.3(c) "Use of Clever Secure Sync or ClassLink") and working with students via Khan Academy accounts during the summer months after the end of the spring term, but that Khan Academy is not required to provide programmatic support for summer school programs.

2. District Admin Accounts.

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

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

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

others due to any unauthorized use of Admin Accounts and/or User Accounts.

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

3. User Accounts.

3.1 User Account Terms. User Accounts are provided free of charge to students, teachers, and other authorized School Personnel. User Accounts and use of the Website are governed exclusively by the Khan Academy Website Terms of Use ("Website TOS") and Privacy Policy.

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

(a) Customer is familiar with and will be responsible for compliance with the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users in your LEA (collectively, "Applicable Privacy Law").

(b) Customer assumes sole responsibility for providing appropriate disclosures to students using Khan Academy for classroom use ("Students") and their parents regarding Student use of the Website, our Website TOS, and our Privacy Policy, including any notices required by the Children's Online Privacy Protection Act of 1998 ("COPPA"), FERPA, or other Applicable Privacy Law. Customer is responsible for complying with all parental notice requirements and parental requests regarding collection, use and disclosure of Student personal information, except as provided in Section 3.7 (Access Requests).

(c) Customer assumes sole responsibility for obtaining any consents required from parents or guardians, to the extent required under COPPA, FERPA or other Applicable Privacy Law, in connection with the District Service, use of the Website for classroom use (including use of Linked Accounts referred to in Section 3.5 (Personal Accounts)), and disclosure of personally identifiable information to Khan Academy in connection therewith. Customer represents and warrants to Khan Academy that, prior to the creation of accounts under Section 3.3 (School Accounts), either:

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

3.3 School Accounts.

(a) Account Set-up and Rostering. Each Student and School Personnel requiring access to the Website for classroom use will be registered with a Khan Academy account associated with your LEA. Khan Academy will facilitate the creation of individual accounts and assign Students to initially

designated classes solely at Customer's direction and in accordance with its instructions. Customer is solely responsible for providing Khan Academy with access to complete and accurate information required to facilitate account set-up and fulfill rostering requirements, and for maintaining the accuracy of such data. Such information will include information necessary to separately identify accounts to be held by Students under age 13 and age 13 or above (either, "Student Accounts"), and by School Personnel ("Teacher Accounts" and, together with Student Accounts, "School Accounts"). Khan Academy will attempt to identify and include in the LEA roster any pre-existing School Accounts that match the rostering data provided by Customer, rather than creating new accounts for those Users. Customer understands and agrees that Students are bound to the Website TOS.

(b) Updates. Rosters will be updated regularly based on updated information provided by Customer. Upon termination of School Personnel employment with your LEA, such School Personnel must return and cease using all login details they have in their possession. If at any time Customer learns that a User claims to be affiliated with your LEA who is not, in fact, affiliated with your LEA, or that a parent has refused or rescinded any parental consent required for Student use of the Website, or otherwise become aware of any errors in roster information, Customer will notify Khan Academy and will take prompt action to correct the roster data.

(c) Use of Clever Secure Sync or ClassLink. Support for rostering and account set-up will be provided through Clever Inc.'s Secure Sync service or ClassLink, Inc. Roster Server (each a "Rostering Service"). Customer acknowledges that use of the District Service is contingent upon Customer rostering through the Rostering Service. Customer's use of the Rostering Service is subject to the terms and conditions of the agreement between Customer and the Rostering Service, and Khan Academy assumes no liability for claims or damages resulting from Customer's use of the Rostering Service. Subscriber confirms its instruction to roster students based on the data provided to Khan Academy via the Rostering Service. Customer may not change the Rostering Service during the subscription term.

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

3.5 Personal Accounts.

(a) Linked Accounts. Students and other School Users may have personal accounts (i.e., accounts

associated with an email address other than the applicable LEA account or School email address) in addition to School Accounts. Khan Academy may (but is not required to) permit a User to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a User chooses to associate a personal account with their School Account, the two accounts will be deemed "Linked" Accounts, and the User's learning activity (information regarding use of the Website generated by the User through the use of the Website), whether generated during or outside of the school use, may be viewed by any person with access to either account. "Linked" Accounts are not separately functioning accounts; they permit access to a singular Khan Academy account using more than one account interface or set of access credentials. Linked Accounts may benefit Students who want to use the Website for both personal and School purposes, by allowing School Personnel to have a deeper understanding of Student progress, and by allowing Users to keep track of all of their Khan Academy learning activity on an aggregate basis. The User's election to enable Account Linking must be made, if at all, in connection with the initial account registration and rostering process for a given school year.

- (b) Khan Academy Activity in Linked Accounts. Upon any termination of the School Account by authorized School Personnel, the User's learning activity (including any learning activity from school use) will be retained in any Linked personal account.
- (c) User-Generated Content. Prior to termination of School Accounts, Khan Academy may invite Users, or parents or legal guardians of Students, to establish and maintain a personal account for purposes of retaining any content generated or provided and owned by Users under the Website TOS (including such User's learning activity). Any such personal accounts will be established under Khan Academy's standard account opening process, including parent consent for Users under the age of 13.

3.6 Student Records. In the course of providing the District Service, Customer may provide Khan Academy with access to certain Student Records. "Student Records" are information relating to a student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the student with reasonable certainty, and is (i) provided to Khan Academy by the Customer, Students or parents of Students, or (ii) collected by Khan Academy from Customer, Students or parents of Students, in each case, during the provision of the Service to Customer pursuant to this Agreement. Student Records may include "education records" as that term is defined under FERPA. Customer represents and warrants that it is authorized to provide such data to Khan Academy. Khan Academy confirms that Student Records will be maintained and used in accordance with Khan Academy's Privacy Policy and any separate Data Protection Agreement (a "DPA") entered into by and between Customer and Khan Academy. Student Records shall not include de-identified data or information that has been anonymized, including data regarding a Student's use of the Website.

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

to information that may be accessed in the parent account.

4. Programmatic Support Services. The Service includes technology-enabled online services and additional support services. We refer to additional support services provided by Khan Academy personnel described in Section 4.1 and 4.2 below as “Programmatic Support Services.”

- 4.1 Professional Development. Training will be provided via an on-demand course available on Khan Academy’s Website. Any additional training will be identified in the customer order and will be provided remotely (unless otherwise agreed between the parties, with all training and consultation will be provided remotely, via webinar, conference call or similar online / remote format. To the extent that in-person training is offered, Khan Academy reserves the right to postpone or or substitute on-line/remote sessions as may be necessary or prudent for health and safety reasons (including but not limited to Covid risk conditions).
- 4.2 Relationship Manager. Relationship management is provided via email support and up to one scheduled meeting per month. The role of the relationship manager is to assist with implementation strategy and to act as a liaison to address district needs. Requests for technical support will be referred to the customer support team for resolution. Assistance with individual technical support will be provided by the customer support team via Khan Academy’s online help center. To help provide smooth implementation, the relationship manager will offer the opportunity for a meeting approximately one month after the launch of the District Service. Notwithstanding anything to the contrary, if the Customer is a school (and not school district), this section does not apply.
- 4.3 Technical Support. Technical support for teachers and staff is provided by the Khan Academy customer support team via our online help center. Users with support needs will be required to submit them via an online help center portal. All District teachers and staff will be tagged based on their district-provided email domain to receive top-tier priority technical support within the Khan Academy help center (this support tier is available to Khan Academy Districts customers but is not exclusive to any one district).

5. Course Content; Proprietary Materials

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

5.2 Proprietary Materials; Licenses. The Website and District Service are owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional development resources, and all other elements of the Website and District Service (the “**Services Materials**”) are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any content provided and owned by Users under the Website TOS, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the

Website or District Service are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted to Users under the Website TOS.

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

6. **Confidentiality.** Your Account Terms, any quotes or proposals relating to your account, and any product, security or compliance documentation provided to you, include information that is proprietary and confidential to Khan Academy. You will keep such terms, quotes or proposals confidential, and to not disclose such terms, quotes or proposals to any third party, to the fullest extent permitted by law.

7. **Indemnification.** To the extent permitted by applicable law, you will indemnify, defend, and hold harmless Khan Academy, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners ("Khan Academy Parties") from any judgments, settlements, losses, damages, liabilities, costs and expenses of any kind (including legal fees and expenses), from any claim or demand brought against Khan Academy by a third party relating to or arising from (i) your access to, use or misuse of the District Service; (ii) your violation of this Agreement, or any breach of the representations, warranties, and covenants made by you herein; (iii) your failure to comply with any international, federal, state or local law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations, including without limitation, COPPA, FERPA, or other Applicable Privacy Law, (including any failure to obtain or provide any necessary consent or notice), (iv) any use or misuse of the Website, violation of Website TOS or any other action related to School Users registered by you or at your direction; (iv) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, or (v) your breach or alleged breach of any interaction, agreement, or policy between you and any individual User or parent or guardian of a Student. Khan Academy will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it, and to provide you with reasonable assistance, at your request, in respect of the defense of such claim. Khan Academy reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Khan Academy, and will cooperate with Khan Academy's defense of these claims. You will not settle any claim without Khan Academy's consent.

8. **Disclaimers; No Warranties.**

8.1 **No Warranties.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 8 (DISCLAIMERS; NO WARRANTIES), THE SERVICE, THE WEBSITE, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE SERVICE AND WEBSITE ("COLLECTIVELY THE "KHAN ACADEMY OFFERINGS"), ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE

KHAN ACADEMY PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

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

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

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

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

9. **Limited Warranty.** Khan Academy warrants, during the Term, that the District Service delivered by Khan Academy, when used in accordance with the terms of this Agreement, will substantially perform in accordance with the District Service Documentation made available to Customer by Khan Academy. "Documentation" means the description of services set forth in Customer's agreement, including technical specifications, but excludes any marketing materials or brochures. In the District Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within thirty (30) days of discovery of such non-conformity, then Customer's sole and exclusive remedy is that Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate this Agreement with respect to the non-conforming District Service and provide Customer a refund representing the portion of any fees previously paid by Customer for the unused portion of the terminated District Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the District Service resulting from (a) use of the District Service or Website in a manner not in accordance with the Documentation, this TOS or the Website TOS; (b) faults or liabilities disclaimed pursuant to the this TOS or the Website TOS; (c)

improper or inadequate maintenance of Customer's own computers, computer networks, operating environment, security programs, and internet connections; or (d) abuse of the District Service or Website.

10. Limitation of Liability and Damages.

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

10.2 Limitation of Damages. IN NO EVENT WILL KHAN ACADEMY'S OR ANY KHAN ACADEMY PARTY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TOS, YOUR USE OF THE WEBSITE OR ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE GREATER OF THE ACTUAL AMOUNT PAID BY YOU, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST CLAIM, OR ONE HUNDRED DOLLARS (\$100.00).

11. Modification of Terms.

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

11.2 Material Changes. Khan Academy will not make any material change to this TOS, or change how personal Information contained in Student Records is used or shared under this TOS during the term of this Agreement, without notice to you. If a change with respect to how personal Information contained in Student Records is used or shared under the Website TOS or the TOS has a material adverse impact on Student Users or Customer, and Customer does not agree to the change,

Customer must notify Khan Academy within thirty (30) days of receiving the notice of change as described under the "Miscellaneous - Notices" below. If Customer notifies Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the Service is renewed, it will be renewed under Khan Academy's then current TOS and Website TOS. Disputes arising under the TOS will be resolved in accordance with the version of the TOS in place at the time the dispute arose.

12. Termination.

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

12.2 No Refunds. Customer understands and agrees that, except in the case of cessation of Website services, a termination at the option of Khan Academy pursuant to Section 8 (Disclaimers; No Warranties), or to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or notice of cancellation of the Agreement. In the event of an early cancellation due to cessation of Website services, or to the extent required by applicable law, Customer is responsible for all amounts due and payable before the date of early cancellation without proration or to the greatest extent permitted by law. The parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate. Any unused Relationship Management support and Professional Development sessions expire at the end of the term of the subscription.

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

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

13. Miscellaneous.

13.1 Notices. Any notice required under this Agreement shall be in writing and effective when

(i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to the email address specified herein or in a Customer order, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

Notices to Khan Academy:

Khan Academy, Inc.

P.O. Box 1630

Mountain View, CA 94042

Email: notices@khanacademy.org For the purposes of Khan Academy, if physical notice is sent, a copy shall be provided to notices@khanacademy.org.

Notices to Customer shall be sent to the email and/or mailing address set forth in the "Contacts" section of the Customer order or Agreement, or if left blank, the address on file with Khan Academy.

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

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

13.4 Dispute Resolution. In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). Any Notice of Dispute must be sent as provided in Section 12.1 (Termination by Customer). You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Khan Academy may commence legal proceedings.

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

13.6 Assignment. Customer may not assign this Agreement to any third party without Khan Academy's prior written consent, which consent shall not be unreasonably withheld. This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

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

13.8 Representation of Signatories. Each person signing this Agreement and any purchase order or other contract for services associated herewith or governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective party.

13.9 Counterparts. The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

13.10 Entire Agreement. This Agreement and any separate Data Protection Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all subscriptions. If Customer issues a purchase order, then any such purchase order is for its internal purposes only, and any purchase order terms that conflict with (or purport to add to the terms of this Agreement or any Customer order issued by Khan Academy) will have no effect.

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

Attachment 2 Khanmigo Addendum

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

1. **Pilot Program.**

1.1 Purpose. Customer understands and acknowledges that Khanmigo is offered as part of a pilot program (“**Pilot**”) that will allow Customer to access Khanmigo on a preview basis before it is made generally available on the Website or included in Khan Academy’s general service offerings. Customer acknowledges that access to Khanmigo is being offered on a pilot basis to enable Khan Academy to test, evaluate, modify and improve AI-enabled features and their classroom applications, including by collecting Customer feedback on Khanmigo.

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

1.3 Feedback. We encourage and welcome your feedback on Khanmigo. As part of the Pilot, Customer, and Customer’s authorized Users, may identify errors or bugs, may provide feedback on the user experience, and provide other ideas, suggestions, guidance or other information related to Khanmigo (collectively, deemed “**Feedback**”). Khan Academy may solicit Feedback from you, and from participating School Personnel and Students via surveys, interviews, observations, or other interactions. You and your authorized Users may also provide Feedback to us by labeling Output with a thumbs up or thumbs down, or otherwise directly offering Feedback in the Pilot Feature itself or otherwise. By submitting suggestions or other Feedback, you agree that we (or our licensees) can (but do not have to) use, share, and otherwise exploit such Feedback for any purpose without compensation to you.

1.4 Token limits. Customer acknowledges that: (i) Customer may consume up to a certain number

of tokens, which is a fixed allocation of tokens per academic year (“**Academic Year Allocation**”); (ii) each User is subject to individual daily limits for tokens (“**Daily Individual Allocation**”) (Academic Year Allocation and Daily Individual Allocation, each a “**Total Allocation**”); (iii) Khanmigo token usage (and access to Khanmigo) is subject to the Total Allocations; (iv) the Total Allocations expire at the end of the each academic year; and (v) Khan Academy may throttle usage of tokens if Customer or its Users to prevent depletion of Total Allocations, or as otherwise needed to manage spikes (also referred to as bursts) or other events impacting performance, capacity, safety, or security.

2. School Access.

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

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

2.3 Incorporated Guidelines. When using Khanmigo, you will be subject to any additional posted Guidelines we provide. It is your obligation to educate participating School Personnel and, if eligible, Students on responsible use of AI in general and Khanmigo specifically. We strongly encourage that you require authorized Users to review any available guidance prior to accessing Khanmigo. For instance, authorized Users should be aware that Khanmigo may make mistakes and the authorized User needs to fact check the response provided (referred to as Output below).

2.4 Management of User Accounts. For the Khanmigo for Districts User Accounts, (1) You will first roster students and teachers for Khan Academy Districts through their Rostering Service to set up the School Accounts; (2) You will identify a specific individual responsible for Khanmigo for Districts implementation and overall rostering maintenance (“**Implementation Lead**”); (3) subject to the Khanmigo for Districts Order Information, You will then provide Khan Academy with a list of your Users eligible for Khanmigo for Districts, where any Student Account with Khanmigo for Districts enabled will also identify the corresponding teacher that has Khanmigo for Districts enabled (“**Identified Khanmigo Users**”); (4) Khan Academy will then activate those accounts by acting on your instructions for Identified Khanmigo Users; (5) you will timely validate proper activation; and (6) throughout the Term, you will ensure that all students with Khanmigo for Districts – Student Tutor have a teacher with Khanmigo for Districts - Teaching Assistant.

3. Use of Khanmigo.

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

- Use of Khanmigo to generate the following types of content: hate speech or hateful

content; defamatory or discriminatory content, including references about religion, race, sexual orientation, gender, nationality, ethnic origin; unlawful or promoting unlawful activity; harassment; promotion or glorification of violence; promotion or depiction of self-harm or harm to individuals, organizations or society; sexually explicit content; misleading political speech; electoral or political campaign materials; false or misleading content; misinformation; malware or other software intended to cause harm; or any content that would infringe upon the intellectual property rights of others.

- Use of Khanmigo to commit any act of educational dishonesty, or to mislead any person that Output generated use of AI features included in Khanmigo is human-generated.
- Use of Khanmigo for assessment purposes or to make decisions about a student, teacher, principal, or other School Personnel.
- Participation in any prompt injection attack or other attempt to interfere with intended functionality of Khanmigo.

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

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

3.3 Student Use. School Personnel whose Student Accounts include access to Khanmigo are responsible for educating their students on responsible use of Khanmigo, including Prohibited Conduct, refraining from submitting any personally identifiable information in Input submitted to Khanmigo, and avoidance of plagiarism. You have the obligation to monitor and approve the use of Khanmigo for Student Users, and we strongly recommend adult oversight. In all instances, you will ensure that all Student Accounts with access to Khanmigo have a teacher with Khanmigo for Districts - Teaching Assistant.

3.4 Features in Development: “As-Is” Terms; No Guarantees; No Representation or Warranties. Khanmigo includes new technologies and features that are at an early stage of development, often referred to as alphas, betas, previews, or prototypes. Some of the features are still being tested, are known to make errors and to provide incorrect information at times, and may have other bugs. Khanmigo may not become fully developed or generally available. Khan Academy does not commit to maintaining any Pilot Feature and may change or remove Khanmigo at any time. You understand that Khan Academy is not obligated to provide support for Khanmigo. YOU ACKNOWLEDGE AND AGREE THAT KHANMIGO MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, MAY MAKE ERRORS (INCLUDING, WITHOUT LIMITATION, MATH ERRORS), MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE

OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND HAVE OTHER LIMITATIONS. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT CONTAIN MATERIAL INACCURACIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CUSTOMER AGREEMENT, KHAN ACADEMY IS PROVIDING KHANMIGO “AS IS”, AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 3.4 AND ANY OTHER TERMS OF THE CUSTOMER AGREEMENT, THIS SECTION 3.4 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO KHANMIGO.

4. AI Aided Content

4.1 User-Generated Content. You (and your authorized Users) may provide input to Khanmigo (“**Input**”), and receive output generated and returned by Khanmigo based on the Input (“**Output**”). Input and Output are collectively “**AI Content**.” AI Content is subject to the terms applicable to User Content set forth in Section 5 (User Content License Agreement) of the [Website TOS](#). For clarity, AI Content is User Content. You acknowledge that due to the nature of machine learning and the technology powering certain Khanmigo, Output may not be unique and the same or similar output may be provided to other users. Without limiting the terms of the Website TOS, you are responsible for the AI Content that you and your authorized Users generate, including for ensuring that you have rights to submit the Input and that your use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or this Agreement.

4.2 Personal Use and Sharing. Khanmigo are intended for personal use and not to generate content for broad-based publication. It is your responsibility to review Outputs and double check Outputs with reputable sources. You may choose to share AI Content you generate for any legal, personal, non-commercial purpose, under the following conditions: (i) the role of AI in formulating the content is clearly and prominently disclosed; (ii) the content is attributed to your name or organization; (iii) topics of the content do not violate our terms on Prohibited Conduct; and (iv) you directly review the AI Content to ensure compliance with this Agreement. We kindly ask that you refrain from sharing Outputs that may offend others.

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