



Terms of Use

Effective from July 1, 2023

The following Goalbook Terms and Conditions ("Terms") govern the use of services provided by Enome, Inc. ("Goalbook") which may include services available at goalbook.com, Toolkit, Pathways, and any other features or services provided by Goalbook (collectively the "Services"). By accessing or using the Services, each User of the Services agrees to be bound by the Terms on behalf of themselves and the Contracting Organization that has authorized access to the Services. Contracting Organizations will be bound by the additional terms in Appendix A (Contracting Organization Terms). Terms are subject to change without notice and will be posted on goalbook.com. Continued use of the Services will be deemed acceptance of the then-current Terms, including any additional terms, rules, or guidelines which we may post from time to time, which are hereby incorporated by reference into the Terms.

1. Definitions

"**Authorized User**" means an individual affiliated with a Contracting Organization (i.e. a teacher, educator, school administrator, etc.) authorized by a Service Administrator to access and use the Services, specifically excluding students, parents, or other members of the general public not directly affiliated with a Contracting Organization.

"**Contracting Organization**" means an organization (i.e. school district, school, educational agency, etc.) that places an order for the Services through an Order.

"**Goalbook Materials**" means the visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, and all elements of the Services.

"**Order**" means a written agreement for the Services between Contracting Organization and Goalbook specifying details of the Services requested, which may include the number of Authorized Users to be given access to the Services, and related fees.

"**Personally Identifiable Information**" or "PII" means any information that may be used to distinguish or trace an individual's identity.

"**Service Administrator**" means an Authorized User designated by a Contracting Organization and authorized by Goalbook to provide Authorized Users access to the Services.

"**Shared Link User**" means an individual that is provided a link by an Authorized User to access User Content or other content authorized by Goalbook from the Services, for the limited purpose of viewing the content.

"**Student Records**" means any information directly related to a student that is maintained by the Contracting Organization and acquired by Goalbook from a User of the Services or other Contracting Organization employees, specifically excluding information that cannot be used to identify an individual student.

"**Term**" means, in the case of Authorized Users, the period of time the Services will be made available as specified in an Order or otherwise communicated by Goalbook, and in the case of Trial Users, the period of time specified by Goalbook under a trial program for Trial Services.

"**Trial Services**" mean Services made available by Goalbook at reduced or no cost on a trial basis for a limited period of time with reduced functionality when compared to paid for Services of the same or similar nature and kind.

"**Trial User**" means a user of the Trial Services.

"**User Content**" means any data, content, images, or information (together "Content") posted, inputted, uploaded or otherwise made available by an Authorized User as permitted by the functionality available within the Services, including any Content produced by the Services based on such Content.

"**Users**" means Authorized Users and Trial Users at least 13 years or older who can form legally binding contracts, are not a resident of the European Economic Area (EEA) and have not previously had their account suspended or deactivated.

2. Provision of Services

2.1 Goalbook Platform. Goalbook will make the Services available only to Users, in accordance with these Terms, and in the case of Authorized Users, any additional terms set forth in Order(s). The Services may only be accessed and used by human beings. Access or use by Artificial Intelligence (AI) or any form of automated software is prohibited. AI means the simulation of human intelligence processes by machines, such as computer systems. In the event that Company determines, at its own discretion, that AI has been used to access or use the Services, Company reserves the right to block access to the Services or terminate the applicable user account. Goalbook will ensure the Services are available to Users and will use commercially reasonable efforts to maintain the security of the Services. Goalbook may provide online support services during normal business hours (between the hours of 9:00 am to 5:00 pm PST on business days) in its sole discretion. Goalbook may access User accounts, including without limitation User Content, to respond to service or technical problems.

2.2 Goalbook's Privacy Policy. Goalbook's Privacy Policy located at <goalbook.com/privacy> is incorporated herein by reference. Goalbook reserves the right to modify its Privacy Policy, provided that any such modification will not derogate a User's rights set forth in these Terms.

2.3 Free Trial. Access to and use of any paid Services may start with a free trial ("Free Trial") by a Trial User who has signed up to access Trial Services through Goalbook's trial program online. A Trial User is only entitled to access Trial Services once and for the limited purpose of evaluating the Trial Services to determine whether to purchase a paid subscription Services. At the end of the Trial Services Term, the Contracting Organization associated with the Trial User will be required to pay for ongoing Services or the Trial User must discontinue use of the Trial Services and any Goalbook Materials downloaded from the Trial Services.

3. Use of the Goalbook Platform

3.1 Goalbook Platform Guidelines. Users may only use the Services for educational purposes as a teaching tool for the benefit of students, and are not permitted to:

- (a) copy (e.g., into Word file) any Goalbook Materials including but not limited to the content provided as part of the Services, for use outside of the Goalbook website or Services;
- (b) rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer any rights granted herein;
- (c) post, upload, or distribute any defamatory, libelous, infringing, unlawful, objectionable, profane, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate or inaccurate User Content;
- (d) impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Services, or perform any other similar fraudulent activity;
- (e) delete the copyright or other proprietary rights markings on the Services or any User Content;
- (f) make unsolicited offers, advertisements, or proposals, or send junk mail or spam to other Users, this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- (g) use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- (h) defame, harass, abuse, threaten, or defraud Users, or collect, or attempt to collect, PII of Users or third parties without their consent;
- (i) use the Services for any commercial purpose without Goalbook's explicit consent;
- (j) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services or User Content, features that prevent or restrict use or copying of any content accessible through the Goalbook Platform, or features that enforce limitations on the use of the Services or User Content;
- (k) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- (l) modify, adapt, translate, or create derivative works based upon the Services or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or (m) intentionally interfere with or damage operation of the Services or any User's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

Shared Link Users may have access to web links that allow access to certain Content, including User Content, available from the Services. Access and the ability to download such Content from the web links is for personal use only by the Shared Link User, and may not be used to copy, distribute, sublicense, publicly display, or publicly perform such Content.

The Services may contain limitations that block a user from taking certain actions, including copying, printing, and downloading Content, if the Services detects an unusual amount of usage during a time period. Where it has been clearly established that a User is a repeat offender, Goalbook may, in its sole discretion, terminate that User's account. If a User believes they have been incorrectly blocked or terminated, they may contact customer support at support@goalbook.com.

3.2 Compliance. Certain features within the Services may contain open text fields that allow a User to enter information at the User's discretion. Goalbook discourages Users from entering PII into open text fields. Contracting Organization and Users represent and warrant they have obtained all required consents and permissions, and are in compliance with all applicable policies and laws, when engaging with the features and functionality of the Services, including but not limited to entering student PII into the Services.

3.3 CA Compliance. For Contracting Organizations located in the state of California, [an addendum <goalbook.com/ca-addendum> is entered into between Contracting Organization and Goalbook for each executed Order to comply with California Assembly Bill 1584,] or [the following terms apply with respect to Student Records obtained by Goalbook from a Contracting Organization or User: a) Student Records will continue to be the property of and under the control of the Contracting Organization; b) Parents, legal guardians, or eligible students may review PII in the Student Records and request a correction to erroneous information by submitting a written request to privacy@goalbook.com to review the specific information believed erroneous, and then make a correction if necessary; c) Goalbook will take actions to ensure the security and confidentiality of Student Records, including but not

limited to designating and training responsible individuals on best practices relating to security and confidentiality of student records, and insuring only appropriate staff members have access to Student Records; d) Goalbook will report to an affected parent, legal guardian, or eligible student any unauthorized disclosure of Student Records through the designated Contracting Organization's point of contact; e) Contracting Organization and Goalbook will not use any information in a Student Record for any purpose other than those required or specifically permitted by this Agreement; f) Student Records will not be retained or available to Goalbook upon termination of this Agreement, with proof of destruction available to Contracting Organization upon request; and g) Contracting Organization and Goalbook will work together as necessary through the exchange of information to comply with FERPA.

3.4 Third-Party Websites. The Services and Goalbook websites may contain links to third-party websites. The linked sites are not under Goalbook's control, and Goalbook does not take responsible for the contents of any linked site. Third-party links are provided as a convenience only, and access provided by Goalbook to a link does not imply Goalbook's endorsement of, sponsorship of, or affiliation with the linked site.

4. DMCA Copyright Policy

Goalbook operates the Goalbook Platform in compliance with 17 U.S.C. §512 and the Digital Millennium Copyright Act ("DMCA"). It is our policy to respond to any infringement notices and take appropriate actions under the DMCA and other applicable intellectual property laws. It is the policy of Goalbook to promptly process and investigate notices of alleged copyright infringement, and take appropriate actions under the DMCA. Pursuant to the DMCA, Goalbook has designated an agent to receive notification of alleged copyright infringement occurring on web pages or computer servers. Notice of infringement of copyrighted works on the Services may be sent to legal@goalbook.com.

5. Proprietary Rights

5.1 Reservation of Rights. Goalbook owns all rights, title, and interests in and to (a) the Services, including Goalbook Materials, (b) Goalbook's trademarks, trade names, domain names and logos; and (c) audio and visual information, documents, software, and other works of authorship, and other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information used to provide the Services, and/or conceived or developed under or in connection with this Agreement, and all intellectual property rights therein (collectively "**Goalbook IP**"). Other than as expressly set forth in these Terms, no rights are granted to the Goalbook IP, and all such rights are hereby expressly reserved. Goalbook does not claim or have any ownership rights in User Content.

5.2 Grant of Rights

- (a) Subject to these Terms, Goalbook grants User a non-exclusive, limited, non-transferable, non-sublicenseable (except as permitted under this Agreement) right during the Term to access and use the Services and Trial Services, as applicable, for educational purposes only.
- (b) Contracting Organization and User grant Goalbook a royalty-free, non-exclusive, worldwide, irrevocable during the Term, right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, User Content, and to sublicense the foregoing rights to Goalbook's affiliates and operators of the Services and Goalbook affiliated websites, solely as necessary to provide the Services; provided, however, that Goalbook will not alter any trademarks or logos from the form contained within User Content (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with a User's removal requests.
- (c) Contracting Organization and User authorize Goalbook to collect, store, and process PII entered by User into the Services, in accordance with the Goalbook Privacy Policy.
- (d) Notwithstanding anything to the contrary, Goalbook may use and distribute statistics based on Services usage and User Content as aggregated with data from Goalbook's other clients for marketing and other purposes. Goalbook may also send email communications to Users regarding Services.
- (e) Goalbook shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Contracting Organization or a User relating to the Services to the extent it does not violate section 6 (Confidentiality).
- (f) Goalbook will perform and maintain regular database backups according to our retention policy appropriate for the particular system. Goalbook implements and maintains commercially reasonable measures intended to avoid unplanned interruptions to the Services, and will use commercially reasonable efforts to notify Contracting Organization and Authorized Users in advance of planned interruptions to the Subscription Services.

6. Confidentiality

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all information of a party ("Disclosing Party") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("Receiving Party"), including without limitation these Terms, PII, User Content, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually) or any other information that would generally be considered confidential, taking into account the type of information and circumstances under which the information was disclosed. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

6.2 Protection. Each party will not disclose the other party's Confidential Information, or use the other party's Confidential information for any purpose other than to perform its obligations or exercise its rights under these Terms, and will protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

6.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party's cost) if the Disclosing Party wishes to contest the disclosure.

6.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers

7.1 Warranties. Contracting Organization, User and Goalbook represent and warrant they have the legal power to enter into these Terms. Goalbook represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with industry standards for similar services under normal use and circumstances and will have a level of uptime, transaction response time, and technical support response time that is better or as good as that provided to other users of the Services.

7.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, GOALBOOK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GOALBOOK HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Limitation of Liability and Indemnity

8.1 Limitation of Liability. IN NO EVENT SHALL GOALBOOK HAVE ANY LIABILITY TO CONTRACTING ORGANIZATION OR A USER FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY WHETHER OR NOT GOALBOOK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL GOALBOOK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$1,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CONTRACTING ORGANIZATION FOR THE SERVICE DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

8.2 Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of these Terms may be commenced by either party more than two (2) years after the expiration of the Term.

8.3 Indemnification. Subject to the Terms, Contracting Organization and User shall defend, indemnify, and hold Goalbook harmless against any loss or damage (including without limitation reasonable attorney's fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Goalbook by a third party (a) alleging that User Content, or the use thereof by either party solely in accordance with these Terms, has caused harm to a third party or infringes the intellectual property rights, privacy rights, or publicity rights of a third party, (b) arising out of a User's or Contracting Organization's breach of Section 3; or (c) arising from a User's or Contracting Organization's use of the Services; provided, that Goalbook (i) promptly gives written notice of the Claim to Contracting Organization; (ii) gives Contracting Organization sole control of the defense and settlement of the Claim (provided that Contracting Organization or User may not settle or defend any Claim unless it unconditionally releases Goalbook of all liability); and (iii) provides to Contracting Organization, at Contracting Organization's cost, all reasonable assistance. Contracting Organization shall have no obligations to Goalbook under this Section 8.3 to the extent such Claims arise from Goalbook's breach of these Terms.

9. Term

9.1 Term. These Terms commence on the earlier of the date an Order is executed between Contracting Organization and Goalbook or User is given access to the Services, and shall continue until the expiration of the Term, unless sooner terminated pursuant to these Terms.

9.2 Surviving Provisions. The following provisions shall survive the termination or expiration of these Terms for any reason and shall remain in effect after any such termination or expiration: Sections 1, 5.1, 5.2(d), 6, 7.2, 8, 9, and 10.

10. General Provisions

10.1 Relationship of the Parties. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between User, Goalbook or Contracting Organization.

10.2 No Benefit to Others. The representations, warranties, covenants, and agreements contained in these Terms are for the sole benefit of Users, Goalbook and Contracting Organization and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

10.3 Notices. All notices under these Terms will be delivered to the email address supplied by each party and deemed given upon the time and date the email is received by the recipient. Notices to Goalbook will be sent to legal@goalbook.com.

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Severability. If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be contrary to law, the provision shall be changed by the court or by the arbitrator and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate these Terms by notice to the other party.

10.6 Assignment. These Terms are non-assignable without the express written consent of Goalbook.

10.7 Subcontractors. Goalbook may use subcontractors or other third parties in carrying out its obligations under this Agreement and any Order. Goalbook remains responsible for the performance of the Services that are subcontracted under this Agreement.

10.8 Governing Law. These Terms shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws and provisions.

10.9 Venue. The federal and state courts located in the Northern District of California shall have jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

10.10 Export Control Laws. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under these Terms.

10.11 Entire Agreement and Construction. These Terms, the Goalbook Privacy Policy, and any Order between Goalbook and the Contracting Organization constitute the entire agreement between the parties as to the Services and supersede all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the Services. In the event of any conflict between terms, the order of precedence will be these Terms, the Goalbook Privacy Policy, and finally Order.

10.12 Force Majeure. Neither party will be deemed in breach of these Terms if the failure to perform is caused by circumstances beyond its reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or labor problems, computer, internet, or telecommunications failures, delays or network intrusions, or denial of service attacks.

Appendix A. Contacting Organizations Terms

- 1. Fees & Payment**
- 1.1 Fees.** Contracting Organization shall pay the fees specified in the Order and in any executed SOW. All fees are quoted in United States Dollars. Fees are non-refundable except as otherwise specifically set forth in these Terms. Fees due shall be payable thirty (30) days from the invoice date. All payments made under these Terms shall be in United States Dollars.
- 1.2 Professional Services Fees.** Any work outside the scope of the Order or SOW performed by Goalbook pursuant to Contracting Organization's request will be billed at Goalbook's current rates, unless otherwise set forth in an executed Statement of Work.
- 1.3 Overdue Payments.** Any payment not received from Contracting Organization by the due date may accrue, at Goalbook's discretion, late charges at the rate of one and a half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower; from the date such payment was due until the date paid.
- 1.4 Suspension of Goalbook Platform.** If Contracting Organization's account is ten (10) days or more overdue, in addition to any of its other rights or remedies, Goalbook reserves the right to suspend the Goalbook Platform provided to Contracting Organization, without prior notice or liability to the Contracting Organization, until such amounts are paid in full.
- 1.5 Taxes.** Goalbook's fees are exclusive of all local, state, federal, and foreign taxes, levies, or duties of any nature ("Taxes"), and Contracting Organization is responsible for payment of all Taxes, excluding only United States taxes based on Goalbook's income. If Goalbook has the legal obligation to pay or collect taxes for which Contracting Organization is responsible pursuant to this Section 5.6, the appropriate amount shall be invoiced to and paid by Contracting Organization, unless Contracting Organization provides Goalbook with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 1.6 Billing and Contact Information.** Contracting Organization shall ensure that License Administrator maintains complete, accurate, and up-to-date Contracting Organization billing and contact information via the online Contracting Organization account section of the Goalbook Platform at all times.
- 2. Professional Services.** Upon request, Goalbook may provide Contracting Organization certain professional services that are ancillary to the Services, such as integration or customization ("Professional Services"). In such event, the parties will enter into a Statement of Work ("SOW") sets forth the scope and description of the Professional Services, deliverables, parties' responsibilities, completion dates, fees and payment terms, and any other relevant information.
- 3. Contracting Organization Accounts.** Only Service Administrators may authorize Authorized Users to access and use the Services and only in accordance with instructions provided by Goalbook. Goalbook reserves the right to restrict access to the Services to certain Users in its sole discretion. Contracting Organization is liable and responsible for all Authorized Users use of the Services, including all activities that occur under Authorized User accounts. Contracting Organization shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Content; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Goalbook promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in Authorized User's access to and use of the Services.
- 4. Use of Logo.** Goalbook shall be permitted to use Contracting Organization's name and logo on the Goalbook website, in testimonial content, in press releases, and within marketing materials. With Contracting Organization's prior consent, Goalbook may issue press releases relating to these Terms.
- 5. Termination.** Contracting Organization or Goalbook may terminate these Terms for cause: (i) upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Termination shall not relieve Contracting Organization of the obligation to pay any fees accrued or payable to Goalbook prior to the effective date of termination.



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