

Last Updated: 3/5/25

End User License Agreement and Terms of Use

This End User License Agreement and Terms of Use (collectively referred to herein as the “Agreement”) is between you and Skyrocket, Inc. and governs your access to and use of the Services (defined below), including but not limited to Skyrocket’s Launch Your Learning Applications (hereinafter referred to as “LYLA”).

This Agreement is a legally binding contract between you and Skyrocket. As part of this Agreement, you agree to comply with Skyrocket’s Acceptable Use Policy and Privacy Policy set forth below in this Agreement. If you access or use the Services, or continue accessing or using the Services after being notified of a change to this Agreement including, but not limited to, the Acceptable Use Policy and Privacy Policy, you confirm that you have read, understand, and agree to be bound by the terms of this Agreement as it may be updated from time to time.

By downloading, accessing and/or using the Services, you represent and warrant that you are of legal age to enter into this Agreement and agree to be bound by the terms of this Agreement. You cannot use the Services if you do not agree to the terms of this Agreement.

If you are not 18 years of age or older, by downloading, accessing and/or using the Services, you represent and warrant that you have obtained the consent of your parent/legal guardian, and that you and your parent/legal guardian agree to be bound by the terms of this Agreement. You cannot use the Services if you do not agree to the terms of this Agreement.

Definitions.

“FERPA” means the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g; 34 CFR Part 99) and similar laws that control the disclosure of student information.

“Local School” means the school that contracts with Skyrocket to use the Services as part of the instructional program provided to its students.

“Non-Personally Identifiable Information” (or “Non-PII”) means information that cannot be used on its own or with other information to identify, contact, or locate someone.

“Personally Identifiable Information” (or “PII”) means information that can be used on its own or with other information to identify, contact, or locate someone.

“Skyrocket” means Skyrocket, Inc. and its Affiliates. An “Affiliate” of Skyrocket, Inc. is an entity that controls Skyrocket, is controlled by Skyrocket, or is under common control with Skyrocket, Inc. “Control” means the direct or indirect possession of the power to direct or cause the direction of the management policies of an entity.

“Sensitive Information” means (1) PII as defined in FERPA; (2) educational records, as defined in FERPA; (3) pupil records as defined in the California Education Code section 49073.1 and similar laws; and (4) covered information as defined in Student Data Privacy laws.

“Services” means Skyrocket’s software, products, mobile applications, AI-Enabled Services (defined herein below), and services, including but not limited to LYLA.

“Student Data Privacy Laws” means laws that specifically protect the use and disclosure of electronic student records and information coming from those records.

“User Content” means all information and content (including Prompts and Creations (each as defined below), and any other text, photos, images, sound, video and any other materials) that a user submits to the Services.

What Services Does Skyrocket Provide?

Skyrocket’s services may include the provision of courses, materials, assessments, study guides, lesson plans, differentiated learning, communication tools, tracking tools, and opportunities to communicate with others using the Services. The Services may also include communications from Skyrocket such as service announcements, administrative messages, and other messages. Skyrocket may change, add or delete features of the Services from time to time. This Agreement applies to all changes and additions.

The Services may include certain services, products, tools and features that are enabled by artificial intelligence (AI) technologies (“AI-Enabled Services”) and that allow you to submit text, images, multimedia, or other inputs or make certain selections (“Prompts”) to generate content (“Creations”). Due to the nature of AI, Creations may not be accurate, reliable, appropriate, or unique across users and the AI-Enabled Services may generate the same or similar Creations for Skyrocket or other users. You understand that Creations may be subject to certain third-party rights and restrictions. Skyrocket will not be responsible for any action that you take or do not take based on the AI-Enabled Services, including any Creations.

AI-Enabled Services are powered by foundational models trained on various data sources. You can access more information by visiting the webpages for the AI-Enabled Service(s) you are using.

What Requirements and Restrictions Apply to Your Use of the Services?

Limited License to Use the Services. Subject to your compliance with the terms of this Agreement, Skyrocket is granting you a revokable non-exclusive license, non-transferrable, non-sublicensable, limited license to download, access and use the Services for non-commercial, educational purposes only. Skyrocket may revoke this limited license at any time. The terms of this Agreement (and as this Agreement is updated from time-to-time) will govern any upgrades or updates provided by Skyrocket that replace or supplement the original Services, unless such update is accompanied by a separate agreement in which case the terms of that agreement will govern.

Ownership. The Services provided by Skyrocket are protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Skyrocket owns intellectual property rights in the Services. As between you and Skyrocket and except for all User Content, all content in the Services, including text, graphics, data, photographic images, moving images, sound, drawings, and software (“Services Content”) is either owned by Skyrocket or licensed by Skyrocket from third parties. This limited license to download, access and use the Services is subject to these rights and to all the terms and conditions of this Agreement.

Access. You are responsible for getting access to the Service. You must provide and are responsible for all equipment necessary to access the Service. However, you are not responsible for all fees connected with access or for providing all equipment if you are enrolled in a Local School for which Skyrocket provides the Services and that Local School has given you the equipment and/or partial or full reimbursement of access fees.

Restrictions on Use. You may not rent, lease, lend, sell, redistribute or sublicense the Services. You may not copy, decompile, reverse engineer, disassemble, attempt to devise the source code of, modify or create derivative works of the Services, any updates or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). You may not record, photograph or stream the Services. You may not post the Services on any website or social media platform. You may not otherwise violate Skyrocket’s intellectual property rights, including using the Services to develop another product of service. Any attempt to do any of the prohibited actions above is a violation of Skyrocket’s rights. If you breach this restriction, your limited license will be revoked, and you may be subject to prosecution and damages.

What Requirements and Responsibilities Apply to Creating an Account?

Signing Up. To use some of the Services, you must register for an account (“Account”) and provide information about yourself and/or your child. Students at certain Local Schools using the Services will be provided with login credentials to access and use the Services following enrollment at the Local School. You must always provide true, complete and updated information for the Account. You must also be of legal age (18 years old or older) to create the account.

If your child’s Local School is using the Services, as the parent/legal guardian, it is your responsibility to decide whether the Services are appropriate for your child. If you determine that the Services are not appropriate for your child, you must notify your child’s Local School that you do not consent to your child’s use of the Services.

Account Responsibilities. Keep your password private. You are responsible for the activity that happens on or through your Account. Do not use your Account password on other sites or applications. You must immediately tell Skyrocket of any unauthorized use, or suspected unauthorized use of your Account, or any other failure of security.

What Are My Responsibilities as a Parent or Legal Guardian?

As the parent/legal guardian of a student enrolled in a Local School using the Services, you are responsible for the student’s education, access to the Internet, and use of the Services. You agree to properly log the student’s true attendance, participate in parent/student meetings, and keep in good condition equipment and other materials provided by Skyrocket or the student’s Local School. You understand that computers or hardware made available to students may contain filtering software to restrict access to objectionable Internet sites. However, Skyrocket is not responsible for the effectiveness of that software. Students may be provided with a webcam either separately or as part of a computer. Webcams may be activated by the student’s Local School or by Skyrocket on occasion for purposes of virtual instruction. People in physical possession of the computer can also activate the webcam. Parents are responsible for their student’s use of the webcam.

Please contact your child’s Local School if you do not agree with any of the terms of this Agreement and/or if you do not want your child to download, access or use the Services in connection with his/her educational program.

What are Skyrocket’s Rights about Service Modifications and Support?

Modification. At any time, Skyrocket may change, suspend, add to or discontinue some or all of the Services with or without telling you. Skyrocket is not liable for any changes, suspension, added or discontinuation of any of the Services.

No Support or Maintenance. Skyrocket has no duty to provide any support or maintenance for the Services. This limitation does not apply to any support or maintenance that the Local School in which your student has enrolled has specifically contracted with Skyrocket to provide.

What Requirements Apply to User Content?

User Content. You are responsible for your User Content (for clarity, including Prompts and Creations). By submitting User Content using the Services, you represent and warrant that you have obtained all rights, permissions, and consents necessary to use such User Content. Skyrocket may review User Content but is under no obligation to review all User Content submitted by you. You should not assume that all User Content submitted by you will be reviewed, processed, or examined. If you post something that concerns us, we may contact the authorities – such as the Police or Social Services. You will not post any User Content that violates your school’s policies, guidelines, or procedures.

Conduct. You may not represent or suggest that your User Content is given, sponsored or endorsed by Skyrocket. We do not have a duty to backup any User Content unless we must do so by law. Therefore, your User Content may be deleted at any time without prior notice.

We May use Your Feedback. Skyrocket welcomes your feedback, ideas or suggestions (“Feedback”) about our Services. Skyrocket may use your Feedback without any restriction or duty to you, even after you stop using the Services, unless the Feedback is protected by FERPA or any Student Data Privacy Laws.

How we Use User Content. Your User Content stays yours. This Agreement does not give us any rights to your User Content, except as explicitly stated.

When you provide your User Content to Skyrocket through the Services (including, for clarity, the AI-Enabled Services), you grant to Skyrocket (and those Skyrocket works with) a perpetual, irrevocable, transferable, sublicensable (through multiple tiers), royalty-free, and worldwide license to reproduce, transmit, distribute, display and perform (publicly or otherwise), prepare derivative works based on, and otherwise use and exploit that User Content for any purpose (including to operate, promote, protect and improve our Services, and to develop new ones), and in any form or media (now known or later developed). For the avoidance of doubt, this license allows Skyrocket to use your User Content to develop, improve, and train the AI-Enabled Services.

Skyrocket may provide User Content to other entities; however, Skyrocket will require those entities to use the User Content in compliance with the same restrictions that Skyrocket must follow. The license you grant above continues even if you stop using the Services. However, Skyrocket will exercise the license to your User Content only to the extent consistent with FERPA and Student Data Privacy Laws.

Enforcement. Skyrocket may, but does not have to, review User Content, and investigate and/or act against you in its sole determination if you violate the Acceptable Use Policy below, your Local School’s student code of conduct, any other provision of this Agreement, or otherwise create liability for Skyrocket or any third party. Such action may include revoking your limited license to use the Services, removing or changing your User Content, closing your Account, reporting you to your Local School for violations of the Local School’s code of conduct and/or reporting you to police or other authorities.

What is Skyrocket’s Acceptable Use Policy?

This Acceptable Use Policy sets out a list of acceptable and unacceptable conduct when downloading, accessing and/or using the Services. If Skyrocket believes a violation of the Acceptable Use Policy is

deliberate, repeated, or presents a credible risk of harm to other users, Skyrocket’s customers, the Services, or any third parties, then Skyrocket may revoke your limited license and suspend or terminate your Account and/or access to the Services. Skyrocket will also notify your Local School of enrollment or employment regarding your violation of the terms of the Acceptable Use Policy.

We expect you to behave responsibly. By downloading, accessing and using the Services, you agree to:

1. Comply with the terms of this Agreement, including the terms of this Acceptable Use Agreement.
2. Comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws and regulations promulgated by any government agencies.
3. Upload and disseminate only User Content to which you own all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law.
4. Comply in all respects with all applicable terms of the third party applications, including any that your Local School of enrollment or employment has elected to integrate with the Services you access or subscribe to in connection with the Services.
5. Protect your account by:
 - a. Using commercially reasonable efforts to prevent unauthorized access to or use of the Services.
 - b. Keeping passwords and all other login information confidential.
 - c. Monitoring and controlling all activity conducted through your account in connection with the Services.
 - d. Promptly notifying us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a login, password, or account.

What Rights and Obligations Apply to Interactions with Other Users? Each person using the Services is responsible for all his or her own User Content. Skyrocket is not responsible for any User Content, whether given by you or by others. Skyrocket makes no promises about the accuracy, suitability, or quality of any User Content or other users’ Creations. Your interactions with other users of the Services are only between you and such users. Skyrocket is not responsible for any loss or damage caused as the result of any such interactions. If there is a dispute between you and any user of the Services, we are under no duty to become involved. If the dispute is between you and a user of the Services and the dispute is made through or arises from a Local School, contact the Local School in which you or the other user of the Services is employed or has a student enrolled.

Prohibited Acts and Behaviors. The acts and behaviors prohibited by this Acceptable Use Policy include, but are not limited to, the following:

1. Abusing and Disrupting the Services
 - a) Don’t share, transfer, or otherwise provide access to an account designated for you to another person.
 - b) Don’t breach or otherwise bypass any security or authentication measures.
 - c) Don’t attempt to access, tamper with or use nonpublic areas of the Services, or areas of the Services to which you have not been invited.
 - d) Don’t interfere with or disrupt any user, host or network, for example by distributing harmful programs or apps or overloading, flooding or mail-bombing any part of the Services.
 - e) Don’t attempt to reverse engineer, take apart, decompile, hack, disable, interfere with, modify, copy, or disrupt the features, functionality, integrity, or performance of any part of

the Services (including any mechanism used to restrict or control functionality of the Services), any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law).

- f) Don't access, search or create accounts for the Services by any means other than our publicly supported interfaces (for example, do not scrape, spider or crawl).
 - g) Don't take any action that creates an unreasonable (as determined by us) load on systems or the systems of our providers.
 - h) Don't provide your password to any other person, use any other person's username and password, or otherwise manage the Services through shared credentials.
 - i) Don't upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software meant to damage or change a computer system or data.
 - j) Don't access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services.
 - k) Don't use the content in the Services to develop software, including but not limited to, using content to train any large language models, machine learning, generative AI, or any other AI enabled technologies.
 - l) Don't use the Services, including any search engines in LYLA, to search for excessively violent, sexually explicit, pornographic, or obscene content.
2. Spawning and Phishing
- a) Don't send spam or other unsolicited communications, promotions or advertisements.
 - b) Don't send altered, deceptive or false source-identifying information, including phishing or spoofing.
 - c) Don't place any advertisements within the Services.
 - d) Don't use contact or other user information obtained from the Services (including email addresses) to contact other users of the Services outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for use outside of the Services. Don't probe, scan or test the weaknesses of any system or network.
3. Lying to and Pretending to be Others
- a) Don't do or post anything that's fake or misleading (including, for clarity, by claiming that Creations are human generated when they are not).
 - b) Don't pretend to be another person, company or entity, including, but not limited to, an employee of Skyrocket, an account administrator with your school of enrollment or employment, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity.
4. Stealing
- a) Don't sell, sublicense, time-share or similarly exploit the Services unless specifically approved in writing by Skyrocket to do so or publish or use the Services on any network or system other than those we provide to you or to your Local School.
5. Infringing, Misappropriating and Violating Rights
- a) Don't infringe or misappropriate anyone's copyright, trademark, trade secret, patent or other intellectual property rights.
 - b) Don't violate anyone's privacy or publicity rights.
 - c) Don't harvest, collect, gather or put together information or data related to other users, including e-mail addresses, without their permission.
 - d) Don't use, display, mirror, or frame the Services, or any individual element within the Services, Skyrocket's name and brand, any of Skyrocket's trademarks, logos, or other proprietary information, or the layout or design of any page or form contained on a page, or use any meta tags or other hidden text or metadata utilizing a Skyrocket trademark, logo, URL, or product name, without Skyrocket's express written consent.

6. Harming Others
 - a) Don't do or post anything threatening, harassing, abusive, excessively violent, offensive, harmful, defamatory, sexually explicit, pornographic, or obscene.
 - b) Don't promote bigotry, violence, property damage or hatred against any person or group based on their race, ethnicity, nationality, religion, gender, gender identity, sexual preference, age, disability or any other category that is protected by law.
 - c) Don't bully anyone.
 - d) Don't use the Services in any manner that may harm minors.
7. Breaking the Law
 - a) Don't use the Services in violation of any US export controls, rules or sanctions.
 - b) Don't do anything that otherwise violates the law, including all local laws about online conduct and acceptable content.
 - c) Don't provide material support or resources to any organization named by the United States government as a foreign terrorist organization.
 - d) Do not use the Services if you are 1) located in, under the control of, or a national or resident of any country to which the U.S. has embargoed goods or (2) a person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.
8. Third Parties
 - a) Don't authorize, permit, enable, induce or encourage any third party to do any of the prohibited actions above.

What Restrictions Apply to my Use of the AI-Enabled Services? If you use our AI-Enabled Services, you acknowledge and agree that you will not:

1. Submit any personal information to the AI-Enabled Services (including, for clarity, as part of a Prompt).
2. Use the AI-Enabled Services or any Creations in any manner that infringes upon or otherwise violates any applicable third-party rights or contractual restrictions.
3. Reverse engineer any aspect of the AI-Enabled Services or the Creations, or do anything that might discover or reveal source code, or bypass or circumvent measures employed to prevent or limit access to any part of the AI-Enabled Services.
4. Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from Skyrocket's AI-Enabled Services or from Creations.
5. Use the AI-Enabled Services or Creations to indirectly or directly develop or improve a product or service that is similar to or may compete with the AI-Enabled Services.
6. Sell or resell any aspect of the AI-Enabled Services or any Creations, or otherwise use the AI-Enabled Services or Creations, for any commercial purpose.
7. Use the AI-Enabled Services or Creations in violation of the Acceptable Use Policy.

What is Skyrocket's Privacy Policy?

This Privacy Policy applies to your use of the Services and describes how Skyrocket may collect, use, and disclose personal information from users of the Services. By downloading, accessing and using the Services, you accept the Privacy Policy.

Laws That Generally Apply to Student Records. Skyrocket complies with laws that protect education records. This includes FERPA and state laws about student records. Other entities can access those records only if allowed by those laws and they agree to keep them confidential as required by those same laws. Skyrocket does not use a student's PII to target the student for advertising. Skyrocket does not sell a student's

PII. Skyrocket does not illegally create profiles about a student. Skyrocket does not use (unless Skyrocket asks for and received permission) a student's PII for purposes unrelated to providing or improving their education where Skyrocket is prohibited from doing so. If any part of this Privacy Policy conflicts with FERPA or other applicable laws, Skyrocket will comply with the standard that provides more protection for the education records.

What Non-Personally Identifiable Information Does Skyrocket Collect? Skyrocket automatically receives Non-PII from your web browser or device connected to the Internet. That includes your IP address (the string of numbers that identifies the device), the name of the webpage you visited immediately before visiting Skyrocket's, the page or pages you visit when using our Services, and how much time you spend using our Services.

How Does Skyrocket Use Non-Personally Identifiable Information? Skyrocket uses Non-PII to monitor and improve the Services it provides. Skyrocket also uses Non-PII to study Internet traffic trends, administer the Services and gather information. When you use any AI-Enabled Services we may use and retain this information, including inputs or communications you provide when using the AI-Enabled Services to provide the Services or to improve the Services. If you do not consent to the use or retention of this information, do not use, or discontinue use of Skyrocket's AI-Enabled Services.

When Does Skyrocket Share Non-Personally Identifiable Information? When allowed by law, Skyrocket may share or sell Non-PII, such as aggregate or de-identified user statistics, demographic information, and usage information with nonaffiliated third parties. Skyrocket may also share Non-PII: (i) when required by law, such as by a court order, (ii) when allowed for law enforcement, health or safety purposes, (iii) for the use of your or your child's Local School, (iv) for the use of other companies that help Skyrocket provide the Services, or (v) where permitted, to protect Skyrocket's legal rights.

How Does Skyrocket Use "Cookies"? When you use the Services, the server creates a piece of text known as a "cookie" to put on your device. The cookie is unique to your browser. It lets the server remember information about your visit. Cookies do not collect PII. Skyrocket uses cookies to follow how you use the Services to adapt content accordingly. Skyrocket may use cookies from other companies to provide relevant information to you. These cookies may record that you used the Services and the websites you visited immediately before using the Services. These cookies can be used to provide relevant information to you on other websites. You can accept or decline cookies. Web browsers have settings allowing you to reject cookies, or selectively accept cookies, or delete cookies previously accepted. If you decline cookies when using the Services, you may not be able to see or use the interactive features of the Services and some services may not function the way they should.

Does Skyrocket Share Information Collected from Cookies? Skyrocket will not share or sell individual information contained in cookies to any third party, except if required by law or permitted to do so for law enforcement purposes.

What Personally Identifiable Information Does Skyrocket Collect? Skyrocket uses PII to provide the Services to students enrolled in a Local School, and to otherwise support the Local School for things such as testing, academic progress, attendance, customer service, communication services with teachers and/or other users, student affairs or for health or safety purposes. Skyrocket may also use PII to protect its own legal rights. Skyrocket or your Local School may use PII provided by students to contact parents/legal guardians about the student's progress, testing, attendance, or other school issues or for customer service, and quality control. The PII is also used to provide services to you or your Local School or to carry out activities that you or your Local School has requested. Skyrocket also uses PII you supply to satisfy requests for information, and to deliver requested services to you. Skyrocket will use or share PII if required to do so by law, such as a court

order, or permitted to do so for law enforcement, health or safety purposes or to protect Skyrocket's legal rights. If permitted by law, Skyrocket may use your information to provide you with information about new products or services available through Skyrocket and may analyze PII to improve the educational experience or to determine how Skyrocket's educational products and services may interest other people.

What Requirements Apply to Users Under the Age of 13? The Children's Online Privacy Protection Act ("COPPA") is a federal law that requires website operators and online service providers to obtain verifiable parental consent before gathering any Sensitive Information online from children under the age of 13. Skyrocket is required to obtain parental consent before knowingly collecting Sensitive Information from children under 13 years old. When the Services are used by a Local School in an educational setting, Skyrocket relies on the Local School to create an account for the child and provide consent on behalf of the parent/legal guardian. Your child's Local School, on your behalf as the child's parent/legal guardian, has provided Skyrocket with consent to receive Sensitive Information from your child when using the Services. This is in alignment with the Federal Trade Commission's position that schools have the ability to consent on a parent's behalf but only when limited to educational purposes only and for no other commercial purpose.

Skyrocket does not knowingly collect or ask for any Sensitive Information from children under 13 except directly from a child's parent/legal guardian or through the child's use of the Services as a student enrolled in a Local School. Skyrocket may receive Sensitive Information directly from your child, such as information your child provides when using the Services as part of his/her educational program including, but not limited to, test answers, class discussions, and User Content. Skyrocket does not intentionally contact or collect Sensitive Information from children under 13 except as noted above.

If we learn that we have collected Sensitive Information from a person under 13 that does not comply with COPPA, we will delete that information. If you believe that a child under the age of 13 has given Sensitive Information to us without complying with COPPA, please contact us at support@lylaeducation.com. If you would like to review or request deletion of any data collected by Skyrocket from your child while using the Services, please contact us at support@lylaeducation.com.

What Are My Additional Privacy Rights if I Am a Resident of Certain States? If you are a California resident, or a resident of a state with similar statutory or regulatory requirements as those of California, as a consumer you may have several specific privacy rights that supplement this Privacy Policy. This section describes those rights and applies them to the extent required by the laws of those states.

If you are a student in the state of California, or a student of a state with similar statutory or regulatory requirements as those of California, the Student Online Personal Information Protection Act ("SOPIPA") or similar state law protects the use and disclosure of "covered information." To the extent required by law, Skyrocket complies with SOPIPA, FERPA and other applicable student privacy laws.

You can request information about the disclosure of your PII for commercial or marketing purposes to other entities. You can also tell us not to disclose PII to unaffiliated third parties for their commercial or marketing purposes. Please contact us at support@lylaeducation.com to do so.

As a resident of California or of the states mentioned above, those consumers have certain additional rights related to their PII collected by and on behalf of a business subject to the state's privacy laws. Generally, these state consumer privacy laws, including the California Privacy Rights Act ("CPRA") statutes, do not apply to non-profit or public educational institutions. Much of the information collected by Skyrocket is collected for the benefit of nonprofits and public education institutions. Depending on whether information is collected for Skyrocket's business or for the benefit of nonprofit and public education institutions, some of what is described below may not be applicable to at least some of your information that Skyrocket collects.

Over the past 12 months, Skyrocket may have collected and disclosed some or all of the following types of PII in connection with providing services to you. The type of information, how it is collected, why it is collected and to whom it is disclosed can vary from person to person depending on the Services used by the person and how the person interacts with the Services.

1. Non-Public Education Information. If you are enrolled in or applying for enrollment in a Local School using the Services, we collect “education records” from you that are not publicly available PII as defined in FERPA. This information is also collected from your Local School, other curricular software and other third parties. This information can include past and present education, including institutions attended, years of attendance, courses of study, grades, and awards earned, as well as assignments and other student-generated work.
2. Identifiers. This information is collected from you and is used to identify users and includes such things as names, email addresses, telephone numbers, usernames, IP addresses or other identifiers.
3. Audio, Photo and Video Data. Skyrocket collects audio, photo, video and other electronic information from you when using the Services.
4. Customer Records. If you purchase Skyrocket’s products or services, Skyrocket collects from you information about what products or services you are considering, purchasing or using. This may include your name, signature, education history, and payment information. Skyrocket collects this information from you in order to provide the Services and for business purposes.
5. Protected Class Characteristics. Skyrocket collects information about protected classification characteristics under federal, state or local laws, such as race, ethnicity, national origin, disability, veteran or military status.
6. Network Activity. Skyrocket collects information about your interactions with websites and the internet from you and third parties.
7. Geolocation Data. Skyrocket collects information about the geographic location from where your device accessed the Services from you and third parties.
8. Inferences Drawn from Other Personal Information. Skyrocket may make inferences to create a profile about a consumer reflecting the consumer’s preferences, characteristics, predispositions, behavior, attitudes, abilities, and aptitudes. Depending on your relationship with us,

Skyrocket may use your PII for one or more of the following purposes: administering applications and enrollment, providing educational services, providing support and services you requested (including AI-Enabled Services such as chatbots, large language models, and other customer facing tools enabled by artificial intelligence technologies), personalizing content and experiences, analyzing and improving the Services, content, functionality and the usability of the Services, securing and protecting Skyrocket’s assets and rights and preventing misconduct and violations to the terms of this Agreement, complying with legal obligations, inviting you to participate in surveys and provide feedback, having a better understanding of your needs and interests, contacting you with information that may be of interest to you, improving marketing and promotional efforts and supporting Skyrocket’s general business.

Skyrocket may share your PII with the Local School in which you are enrolled, other entities that perform certain functions for Skyrocket, your parent or legal guardian, analytics and service providers, transaction processors, regulators, child and human service agencies, the National Center for Missing and Exploited Children (“NCME”), law enforcement (if appropriate or necessary), and when required by law. Skyrocket may also share it with its affiliates, third party social media platforms (e.g., if you “comment” on a post), and other carefully selected business partners for commercial and/or marketing purposes, or as part of a business transfer.

As a resident of one of the states mentioned above, you have several rights regarding the collection, use, transfer, and processing of your PII. Skyrocket has the right to reasonably verify your identity, to limit your rights to the extent they adversely affect the rights and freedoms of others and, if your request is excessive, repetitive or unfounded, to require payment from you. If a fee applies, Skyrocket will advise the person making the request before completing the request, explain why a fee applies and provide an estimate. Skyrocket may have additional rights under law and does not waive them.

Only you, your parent or legal guardian (if you are not yet 18 years of age) or a person registered with the applicable Secretary of State that you authorize to act on your behalf may make a request related to your PII. To verify your identity as a resident of one of the states mentioned above, Skyrocket may request PII from you to compare against our records. Skyrocket will only use PII provided in your request to verify your identity and will delete any PII you provide after processing the request. If Skyrocket believes that your request is fraudulent, additional steps may be taken as necessary to verify your identity as a resident of the applicable state. Skyrocket may also request that you sign a declaration under the penalty of perjury. Making a verifiable consumer request does not require you to create an account with us.

If you choose a person registered with the applicable Secretary of State to act on your behalf to submit your requests, Skyrocket will require that you provide the agent, and that the agent provide us with written permission to allow them to submit your request. Skyrocket will also require that you verify your identity directly with us.

Our goal is to respond to requests within 45 days. If an additional 45 days is needed, Skyrocket will advise the person making the request within 45 days after receiving the request.

You have the right to request Skyrocket inform you of the PII collected, used, and disclosed about you to third parties over the previous twelve months. If you make such a request, Skyrocket will provide you with information about the categories of your PII collected, the categories of sources from which your PII is collected, the business purpose for collecting or selling the information, and the categories of third parties to which your PII is shared or sold. If you request it, Skyrocket will provide you with information about specific pieces of PII collected about you. You may request this information twice in a 12-month period. Skyrocket will inform you if an exception to your right to this information is applicable.

You have the right to request that Skyrocket and its service providers delete your PII that Skyrocket has collected from you and retained. This right is also subject to certain exceptions. Skyrocket will let you know if an exception applies. These exceptions include where Skyrocket or a service provider uses the PII to complete a transaction for which the PII was collected, provide goods or services that you requested or reasonably should have anticipated within the context of Skyrocket's relationship with you, use the information internally in a way that is compatible with the purpose for which you originally provided the information, detect or protect against security incidents, or malicious, deceptive, fraudulent, or illegal activity or otherwise comply with law. As a resident of California or a resident of a state with similar statutory or regulatory requirements as those of California, if Skyrocket decides not to act on your request you have the right to appeal our denial of your request. Skyrocket will provide you with an explanation for such denial and instructions on how to appeal our decision.

You have the right to opt-out of the sale of your PII by a business subject to certain laws and regulations. To the extent that third party advertising cookies and related technologies are ultimately determined to be a "sale" Skyrocket may engage in that activity.

If you would like to request a copy of your PII, that your PII be deleted or that your PII not be sold, please send the request to support@lylaeducation.com. If you are a Nevada resident, you may notify us to put you

on a list of persons who have opted-out of the sale of PII by contacting support@lylaeducation.com. Please be aware that we may require you to verify your identity before processing any such request.

IMPORTANT: Please direct all requests related to education records and to course data directly to the Local School in which the student is enrolled. As a service provider to those schools, Skyrocket cannot delete or modify education records or other records collected or processed for, or on behalf of, a school, unless directed to do so by the school.

You also have the right not to be discriminated against for exercising your privacy rights under the applicable state statutes. Skyrocket will not discriminate against you (by, for example, denying goods or services to you or providing a different level of quality of goods or services to you) because you exercised any of these privacy rights.

What Information is Collected About My Communications When Using the Services? Skyrocket may have tools or services that help users interact with others using the Services such as message boards, chat rooms, video chats, image or screen sharing, or electronic mail. The information you share is not private and may be available to all users of the Services. Skyrocket or others may store, display, reproduce, publish, or otherwise use such posts and other User Content, and may or may not attribute it to you. Others may have access to your User Content and may have the ability to share it with third parties. Skyrocket cannot promise privacy of information that you disclose online in public areas or place in private communications with others. Disclosure is at your own risk. Skyrocket reserves the right, but not the duty, to monitor your activity, your communications with others and to publish your posts or interactions in other places on the Internet or in other formats. Skyrocket may, in its sole discretion, use third party service providers to assist with content moderation, and/or support user safety. Skyrocket may use artificial intelligence technologies, including but not limited to, large language models, machine learning models, generative artificial intelligence models, or any other artificial intelligence enabled models to monitor communication or activity when using the Services. Skyrocket or any of its third party service providers may, at their discretion, choose to turn over or make content available to the Local School, parents or legal guardians, the National Center for Missing and Exploited Children (“NCME”), child or human protection agencies or services, law enforcement agencies, if necessary or required by law, and/or other applicable agencies or personnel.

What Happens When I Link to Other Websites When Using the Services? The Services may link to other third-party services, applications and websites (collectively, “Linked Sites”). Any such links do not suggest that Skyrocket recommends the Linked Sites. The Linked Sites may have their own terms and policies, and your use of them will be ruled by those terms and policies. Skyrocket does not control Linked Sites and is not liable for your access to the Linked Sites. Access to the Linked Sites is at your own risk. Except for Linked Sites that are included in courses, Skyrocket provides access to them only as a convenience to you and does not review or make any representations with respect to Linked Sites.

What is Skyrocket’s Commitment to Data Security? To reduce the risk of unauthorized access, maintain data accuracy, and secure the correct use of information, Skyrocket uses commercially reasonable physical, electronic, and managerial procedures to protect the information Skyrocket collects. Skyrocket also uses Secure Sockets Layer (SSL) protocol on your account information and registration pages to protect personal information. No security system for data is completely secure. Therefore, Skyrocket cannot promise that PII you supply will not be intercepted by others.

What if I Do Not Live in the U.S.? Skyrocket provides the Services in the United States. If you are not located in the United States, you are not authorized to use the Services and are directed not to do so. If you are located outside of the United States, please be aware that information we collect will be transferred to and processed in the United States. By downloading, accessing or using the Services, or providing Skyrocket

with any information, you fully understand and unambiguously consent to this transfer, processing, and storage of your information in the United States, a jurisdiction in which the privacy laws may not be as comprehensive as those in the country where you are located, reside and/or are a citizen.

Will This Privacy Policy Change? Skyrocket may change this Privacy Policy to be consistent with the law and our practices. Skyrocket reserves the right to do that at any time. Skyrocket will post any changes to this Privacy Policy.

What Should I Do If I Have a Disability and am Concerned About the Accessibility of the Services?

Skyrocket is committed to making sure that the Services remain accessible to all people, regardless of disability to satisfy the requirements of Title II of the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973. Skyrocket strives to conform to Web Content Accessibility Guidelines 2.0 Level AA of the Web Accessibility Initiative, which has been adopted by Section 508 of the Rehabilitation Act, to provide equitable access to our websites, courses and resources.

If you are a student enrolled in a Local School utilizing the Services, your parent or legal guardian should contact your Local School of enrollment regarding possible accommodations and related services.

All other users experiencing an issue related to the user's disability when using the Services should contact support@lylaeducation.com.

What Are My Indemnification Obligations to Skyrocket?

To the fullest extent permitted by applicable law, you agree to indemnify, defend (at Skyrocket's option), and hold harmless Skyrocket and its Affiliates, and its and their respective officers, directors, owners, agents, partners, and employees (individually and collectively, the "Skyrocket Parties") from and against any losses, liabilities, claims, demands, damages, expenses, or costs (including legal fees) ("Indemnification Claims") arising out of or related to: (a) your breach of the terms of this Agreement; (b) your User Content (including, for the avoidance of doubt, your creation or use of any Creations), (c) your violation (or alleged violation) of applicable law or the rights of any third party; or (e) your use of the Services.

How is Skyrocket's Potential Liability to Me Limited?

All of the below waivers, releases and disclaims of representations, guarantees, conditions and warranties and limitation of liability are provided to the fullest extent permitted by applicable law.

DISCLAIMERS. Your use of the Services and any content or materials provided therein or therewith (including any User Content and any third-party content or materials) is at your sole risk. Except as otherwise provided in writing by Skyrocket and to the fullest extent permitted under applicable law, the Services are provided to you "as is" and "as available" without warranties, either express or implied. Skyrocket disclaims all representations, guarantees, conditions and warranties in connection with the Services including, without limitation, any implied representations, guarantees, conditions or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy of informational content, and any representations, guarantees, conditions or warranties arising from any course of dealing, law, usage, or trade practice, or related to the performance or nonperformance of the Services. Skyrocket and the Skyrocket Parties do not represent or warrant to you that the Services (including, for clarity, the Creations) are or will be: (a) timely, available, reliable, current, uninterrupted, secure or error-free; (b) able to be corrected of any defects; (b) meet your requirements, expectations, or be of satisfactory quality; or (c) be free from viruses or other

harmful components or content or materials. Skyrocket makes no warranty regarding any software, product or service provided by any third-party.

LIMITATION OF LIABILITY. To the fullest extent permitted under applicable law, (a) the Skyrocket Parties will not be liable to you under any theory of liability – whether based in contract, tort, negligence, strict liability, warranty, or otherwise – for any indirect, direct, special, incidental, exemplary, punitive or consequential damages of any kind including any loss of profits, revenue, goodwill, business, privacy, data, software, application, other financial loss, or other intangible losses and any damages related to your access to, use of or inability to access or use the Services of any part of the Services and any damages related to loss or corruption of any content or data, including User Content, regardless of whether Skyrocket has been advised of the possibilities of such damages; and (b) the total liability of the Skyrocket Parties for any claim arising out of or relating to this Agreement, regardless of the form of the action, is limited to fifty U.S. Dollars (\$50). The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Skyrocket or of the Skyrocket Parties or for any other matters in which liability cannot be excluded or limited under applicable law.

What Happens When My Account is Terminated?

The terms of this Agreement are in full force and effect while you use the Services. We may suspend or revoke your limited license to use the Services (including your Account) at any time for any reason at our sole discretion. If that happens, your Account and limited license to access and use the Services will end immediately. Skyrocket is not responsible to you for any ending of your limited license to use the Services under this Agreement.

What Should I Do If I Have Concerns About Copyrights or Intellectual Property?

Skyrocket respects the intellectual property of others and asks that users of the Services do the same. If you believe that any user of the Services is using the Services to illegally violate the copyright(s) in a work, please provide Skyrocket with all of the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.
2. A description of the copyrighted work or other intellectual property that you claim has been infringed.
3. A description of where the material that you claim is infringing is located in the Services.
4. Your address, telephone number, and email address.
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

For notice of claims of copyright or other intellectual property infringement, Skyrocket can be reached as follows:

Skyrocket, Inc.
Attn: LYLA
320 N. Halstead Street, Suite A
Pasadena, CA 91107
E-mail: support@lylaeducation.com

What Laws Apply and How Are Disputes Resolved?

Governing Law and Location for Solving Disputes. All disputes related to the terms of this Agreement or to the use of the Services are governed by the laws of the State of California, except for its conflicts of law terms. The exclusive location for any claim or action related to the terms of this Agreement or the use of the Services is the federal or state courts having jurisdiction in Los Angeles County, California. You agree to personal jurisdiction in those courts. You agree that that location is not inconvenient.

Informal Resolution. Before filing a claim against Skyrocket, you agree to try to resolve the dispute by first emailing support@lylaeducation.com with a description of your claim. Skyrocket will try to resolve the dispute informally by following up via email, phone or other methods. If the dispute cannot be resolved within thirty (30) days of Skyrocket's receipt of your first email, you or Skyrocket may then bring a formal proceeding as described below.

Binding Arbitration. Please read this Arbitration Agreement carefully. It is part of your contract with Skyrocket and affects your rights. Any dispute or claim relating in any way to this Agreement (including to the validity and enforceability of the Agreement) or the Services will be solved by binding and confidential arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the Agreement as a court would.** The arbitration will be conducted in English by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person. The arbitration will be held before one arbitrator and that person will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. **We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration, **we both give up any right to a jury trial.** We also both agree that you or Skyrocket may bring a suit in court to enjoin infringement or other misuse of intellectual property rights.

What Other Provisions Apply?

California Disclosure. Skyrocket is located at 320 N. Halstead Street, Suite A, Pasadena, CA 91107. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Electronic Communications. The communications between you and Skyrocket are through electronic means, whether you use the Services or send us emails, or whether Skyrocket posts statements on the Services or communicates with you via emails. For contractual purposes, you (a) agree to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were written in a hardcopy.

Entire Agreement/Waivers/Third Parties. This Agreement contains the entire agreement between you and Skyrocket regarding the use of the Services. Any exception of any of the terms of this Agreement is only valid if it is in writing and signed by an executive of Skyrocket. This Agreement is between you and Skyrocket. No other person or entity has any rights to enforce any of the terms of this Agreement.

Severability. If any provision of the Agreement is unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

Assignment. You may not transfer any of your rights and obligations under this Agreement, and any attempt to do so is void. Skyrocket may transfer its rights under this Agreement to any of its Affiliates, or to any successor in interest of any business connected with the Services.

Copyright/Trademark Information. Copyright © 2024 Skyrocket, Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed in the Services are our property or the property of other third parties under a license with us. You are not permitted to use these Marks without our prior written permission or the prior written permission of the third party that owns the Marks.

Modifications. Skyrocket may change the terms of this Agreement including, but not limited to, the Acceptable Use Policy and Privacy Policy, and will post the most current version on lyaeducation.com. Please check back on a regular basis. By continuing to use or access the Services after any changes come into effect, you agree to be bound by the changed terms. If you disagree with any of the changes, do not continue to use the Services.