

## **ADDENDUM TO COURSEMOJO TERMS AND CONDITIONS AND RELATED AGREEMENTS**

This Addendum (herein “Addendum”) amends the Coursemojo Terms and Conditions and any related agreement between Coursemojo (herein “Contractor”) and Murfreesboro City Schools (herein “Customer”) for the use of goods and services provided by Contractor to Customer. For purposes of this Addendum, the “Agreement” includes the Coursemojo Terms and Conditions, the License and Services Agreement, all exhibits, attachments, schedules, order forms, privacy policies, security policies, subprocessor lists, AI or LLM usage disclosures, COPPA-related policies, online terms, click-through terms, and any other physical, electronic, virtual, clickwrap, shrink-wrap, browsewrap, or incorporated document governing Contractor’s provision of goods or services to Customer. In consideration of Customer’s use of Contractor’s form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.

2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq.* Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.

3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. § 10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. § 10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer shall not bear the burden of establishing that requested records are not confidential or that their release is authorized. This section 3 serves to meet such burden and authorization of disclosure.

4. **Governing Law.** The Agreement and the rights and obligations of the parties are governed

by the laws of the state of Tennessee, without regard to its conflict of laws principles.

5. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over Customer. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction, to the extent such court has subject matter jurisdiction, of the state court located in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.

6. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

7. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

8. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

9. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

10. **Termination for Convenience.** Customer or Contractor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Should Customer exercise this provision, Customer will compensate Contractor for all amounts up to the termination date, and Contractor will refund to Customer any funds paid by Customer in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, lost profit, expectation, or any other damages whatsoever of any description or amount.

11. **Dispute Resolution.** The Parties acknowledge and agree that no mandatory negotiation, mediation, or waiting periods shall be required prior to the initiation of litigation. Either Party may file suit at any time in a court of competent jurisdiction, consistent with this Addendum. Any voluntary dispute-resolution efforts undertaken by the Parties shall not delay either Party's ability to pursue legal or equitable relief. The Parties further agree that any dispute-resolution procedures shall apply equally to both Parties, and no Party shall have a unilateral right to bypass any agreed procedure. Any mediation or settlement discussions shall occur at a mutually agreeable time, place, and format, including remote mediation. Each Party shall bear its own costs.

12. **FERPA Compliance.** For purposes of carrying out this Agreement, Contractor will perform an institutional service or function for which Customer would otherwise use employees, and Customer designates Contractor as a school official with a legitimate educational interest in accessing, using, and maintaining education records, solely to the extent necessary to provide the goods and services under this Agreement, as permitted by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99 ("FERPA").

- a. Contractor understands and agrees that it remains under the direct control of Customer with respect to the use and maintenance of education records. Contractor shall use education records only for the limited purpose of performing Contractor's obligations under this Agreement and only when access is necessary to complete a function or task authorized by Customer.
- b. Contractor shall not re-disclose personally identifiable information from education records except as authorized in writing by Customer or as otherwise permitted by FERPA. Contractor shall ensure that any employee, agent, subcontractor, subprocessor, or third-party provider with access to education records is bound by written obligations consistent with FERPA and this Addendum.
- c. Contractor shall promptly report to Customer any actual or suspected failure by Contractor or any of its employees, agents, subcontractors, subprocessors, or third-party providers to comply with FERPA or this Addendum.

13. **Data Ownership, Use, and Minimization.** In supplementation and not in limitation of the foregoing, Customer retains and reserves ownership of, and all right, title, and interest in, any and all Customer Data. For purposes of this Agreement, "Customer Data" includes, without limitation, all data, records, content, information, metadata, prompts, responses, outputs, logs, assessment information, usage information, survey responses, demographic information, disability-related information, education records, personally identifiable information, and any other information provided by Customer, provided by or about Authorized Users, generated through use of the goods or services, or derived from any of the foregoing.

- a. Contractor obtains no ownership rights in Customer Data. Contractor shall access, collect, use, maintain, process, disclose, and retain Customer Data solely as necessary to provide the goods and services to Customer under this Agreement and for no other purpose unless expressly authorized in writing by Customer.
- b. Contractor shall collect, access, use, maintain, process, disclose, and retain only the minimum Customer Data necessary to perform the contracted services. Contractor shall not collect student survey responses, demographic information, disability-related information, IEP or special education indicators, behavioral information, student

intervention data, health-related information, or other sensitive student information unless the specific collection has been approved by Customer in writing and is necessary to perform the contracted services.

- c. Contractor shall not require Customer, students, parents, guardians, teachers, or staff to provide information that is not reasonably necessary for the services. Contractor shall not condition access to the services on the provision of unnecessary student, family, employee, or school information.
- d. Contractor shall not sell, rent, license, disclose, transfer, commercially exploit, or otherwise use Customer Data for Contractor's own purposes or for the benefit of any third party. Contractor shall not use Customer Data for targeted advertising, marketing, profiling, product development unrelated to Customer's services, model training, or any purpose not expressly authorized by Customer in writing.
- e. Contractor shall not destroy or permit the destruction of any Customer Data except upon the prior written consent of Customer or as otherwise required by this Addendum. Upon expiration or earlier termination of the Agreement, or upon Customer's written request, Contractor shall promptly, and in no event later than sixty (60) calendar days after such request, return or securely destroy and dispose of all Customer Data in its possession, custody, or control, including any Customer Data in the possession, custody, or control of any subcontractor, subprocessor, or third-party provider. Upon Customer's request, Contractor shall certify such return or destruction in writing.

14. **Student Data and Subprocessors.** Contractor shall use Customer Data solely to provide the goods and services under the Agreement and for no other purpose unless expressly authorized in writing by Customer.

- a. Contractor shall not use Customer Data, including prompts, responses, outputs, logs, or de-identified or aggregated data derived from Customer Data, to train, fine-tune, improve, or develop any general-purpose artificial intelligence model, large language model, or similar system, whether owned by Contractor or by any subprocessor, without Customer's prior written consent.
- b. Contractor shall ensure that any artificial-intelligence or large-language-model functionality used in connection with the services is limited to the contracted educational purpose, is subject to human oversight, and is not used as the sole basis for any grade, discipline decision, special education eligibility decision, placement decision, intervention decision, or other high-stakes educational determination.
- c. Contractor shall remain fully responsible for the acts and omissions of all subcontractors, subprocessors, vendors, affiliates, and third-party providers. No subprocessor agreement, third-party provider terms, privacy policy, online posting, or technical integration shall reduce Contractor's obligations to Customer under this Addendum.
- d. Contractor shall provide advance written notice before adding or materially changing any subprocessor that will access, store, process, or transmit Customer Data. Customer may object to such change, and the parties shall work in good faith to resolve the objection. If the objection cannot be resolved, Customer may terminate the Agreement without penalty.

15. **Assignment.** Contractor shall not assign the Agreement, delegate material duties, or transfer Customer Data to a successor, affiliate, purchaser, or other entity without Customer's prior written consent. Any approved assignee shall be bound in writing to all obligations in the

Agreement and this Addendum before receiving access to Customer Data.

16. **Materials Harmful to Minors.** The Contractor verifies that the technology services rendered do not violate Tenn. Code Ann. § 49-1-221. The Contractor shall filter, block, or otherwise prevent access to pornography or obscenity through any student use of Contractor's services and prevent a user from sending, receiving, viewing, or downloading materials that are harmful to minors as defined by Tenn. Code Ann. § 39-17-901.

- a. If contacted by Customer, the Contractor shall remove access to online materials for ages or audiences for which the Customer has determined the material to be age- or audience-inappropriate.
- b. Upon receipt of notice by the Customer of inappropriate material, the Contractor shall remove access to the online material within one (1) business day of the notice, unless the deadline for removal is extended by mutual consent of the contracting parties.

17. **Counterparts.** This Addendum may be executed in one or more counterparts by Customer and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

18. **Conflict with Online Terms.** Contractor shall not modify Customer's rights or obligations through online terms, click-through terms, browsewrap terms, policies, FAQs, help pages, subprocessor pages, AI disclosures, privacy policies, or other online documents unless such modification is set forth in a written amendment executed by both parties. To the extent Contractor updates, revises, replaces, or supplements any online terms or incorporated documents, such updates shall not bind Customer unless approved in writing by Customer. In the event of any conflict between this Addendum and any online or incorporated term, this Addendum shall control.

19. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

**CONTRACTOR**

**MURFREESBORO CITY SCHOOLS**

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Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Approved as to form:

