

This **lynda.com Subscription Agreement** (hereinafter "Agreement") is entered into this 19th day of August, 2014 by and between by and between Randolph Township School District an educational institution, located at 25 School House Road, Randolph, NJ 07869 ("Customer"), and lynda.com, Inc., a Delaware corporation, located at 6410 Via Real, Carpinteria, CA 93013 ("lynda.com"), (each a "Party" and collectively "Parties").

1. INTRODUCTION.

lynda.com provides online training solutions by way of the lynda.com website. Customer desires to enter into a subscription agreement with lynda.com for the Services identified in the Order Form(s) upon the terms and conditions of this Subscription Agreement.

2. FORMAT.

This Subscription Agreement comprises:

- This Cover Sheet (**to be SIGNED by the Parties**)
- lynda.com General Terms and Conditions
- Exhibit A lynda.com Order Form(s) (**to be SIGNED by Parties**)
- lynda.com Privacy Policy at <http://www.lynda.com/aboutus/otl-privacy.aspx>
 - or attached hereto as Exhibit B

By signing below, Customer and lynda.com each confirm that they have read, understand and agree to the provisions set out in the lynda.com Subscription Agreement.

lynda.com, Inc.

Customer: Randolph Township School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

lynda.com General Terms and Conditions

1. **Definitions.**

1.1 "Authorized User" means the Customer-designated individuals who may access and use the Services in accordance with this Agreement and as may be more fully defined in the Order Form. Except as otherwise defined in the Order Form, each Authorized User must have a unique identifier comprised of the Customer email address for such Authorized User. The Authorized User identifier may not be of a generic nature (e.g. john.doe@company.com is a unique identifier; whereas support@company.com, user1@university.edu, trainer@company.org, etc., are examples of generic user identifiers.)

1.2 "Customer" means the contracting entity identified in the opening paragraph of this Agreement and its designated Authorized Users.

1.3 "Designated Access" means the authentication method as stated in the Order Form.

1.4 "Effective Date" means the lattermost date reflected in the Agreement signature block.

1.5 "Indemnifiable Claim" means any claim, suit or proceeding brought against a Customer based on an allegation that the Services, or any part thereof, as used by Customer in accordance with this Agreement, infringes upon any patent, copyright, trademark or violates any trade secret rights of any third party.

1.6 "Master Administrator" means the administrator designated by Customer, and specified in the Order Form, who has reporting access and Authorized User management tools as determined by the Designated Access.

1.7 "Online Training Library®" or "OTL" means the subscription-based database of content that is available to Customer on the Site.

1.8 "Order Form" means that document(s) attached to and incorporated into this Agreement which contains Customer's specific subscription information pertaining to the Services pursuant to this Agreement.

1.9 "Renewal Order Form" means that document which may be attached to this Agreement which contains information pertaining to the renewal or extension of this Agreement. For the purposes of this Agreement, references to Order Form shall include Renewal Order Forms as well.

1.10 "Services" means the OTL offering specified in an Order Form as subscribed to by Customer.

1.11 "Site" refers to the website maintained on the World Wide Web by lynda.com, available at <http://www.lynda.com> and includes the Services.

1.12 "Subscription Commitment Term" shall be the initial commitment term for the Services as set forth in the Order Form which will state the Subscription Start Date and the Subscription End Date.

1.13 "Subscription Fee" means the agreed upon subscription fee for the Services as stated in the Order Form.

2. **Subscription Rights.** lynda.com hereby grants to Customer a limited-time, world-wide subscription and right to use the Services in accordance with this Agreement. Customer hereby acknowledges and agrees that it may only access the Services through the Designated Access identified in the Order Form. Only Authorized Users may use the Services. If Customer's subscription under an Order Form terminates, Customer's Authorized Users shall no longer have access to the Services under such Order Form. Customer has the sole discretion to determine its Authorized Users.

3 **Fees and Payment. Taxes.** The Customer shall pay the Subscription Fees stated in the Order Form in accordance with the Authorized Users as described therein. All fees are non-refundable other than as expressly provided in Section 11 ("Term and Termination"). Fees shall be paid in United States dollars, on or before the payment date stated in the Order Form. Customer shall be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST) etc.) and/or duties imposed by any government entity or collecting agency based on the Services EXCEPT those taxes based on the net income of lynda.com. In the event Customer fails to satisfy its tax and/or duty obligations herein, Customer agrees to reimburse lynda.com upon demand for any taxes and/or duties paid on behalf of Customer.

4. **Proprietary Rights.**

4.1 lynda.com shall retain all worldwide rights in the intellectual property in and on the Site, the "look and feel" of the Site, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content. The Site is copyrighted, trademarked, or otherwise protected, and owned or licensed by lynda.com. Except as expressly stated in or on the Site, this Agreement and/or the Order Form, nothing contained on or within the Site may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed without the prior written consent of lynda.com. Nothing in this Agreement grants Customer or any Authorized User an express or implied right to use any lynda.com intellectual property except as set forth in Section 2, above.

4.2 lynda.com may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Site in whole or in part, including, without limitation, the content. Such changes, upgrades, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes to the Site. Notwithstanding the foregoing, in the event lynda.com modifies or discontinues any content or feature of the Site which results in reduction of functionality or degradation in the content or Site, lynda.com shall provide comparable functionality and/or content.

4.3 lynda.com reserves the right to monitor use of the Site and reserves the right to revoke or deny access to the Services to any Customer or Customer's Authorized User(s) lynda.com reasonably suspects is in violation of Section 5, "Customer's and Authorized Users Obligations and Restrictions". Access of the Services beyond that of normal patterns of use or that suggests abuse of

the Services may result in revocation or denial of access to the Services in lynda.com's sole discretion following notice to Customer in accordance with Section 11.

5. Customer's and Authorized Users Obligations and Restrictions.

5.1. Customer and Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site and Services.

5.2. Neither Customer, nor Authorized User may copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site, except as may be reasonably necessary in the ordinary course of business operations for back-up, testing and archival purposes.

5.3. Neither Customer nor Authorized User shall access and/or engage in any use of the Services (i) in a manner that abuses, materially disrupts or otherwise interferes with the networks, security systems, subscriber access, OTL and/or website(s) of lynda.com, and/or (ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful.

5.4. Illegal Purposes. The Services and Site shall not be used or accessed by Customer or Authorized User for fraudulent or illegal purposes, including, but not limited to any violation of the Copyright Act or other applicable laws of the United States.

5.5. No Resale or Unauthorized Access. Neither Customer nor Authorized User shall market, offer to sell, sell and/or otherwise resell the Services to any third party or provide any commercial hosting service with access to the Site. Furthermore, Authorized Users shall not permit or provide unauthorized users Access to the OTL using any Customer authentication code, user name, password, or any other authentication method.

6. Marketing. Customer agrees that lynda.com may identify Customer as a subscriber. lynda.com may use Customer's name in its marketing materials. lynda.com may also use Customer's logo (the "Marks") in marketing materials, providing lynda.com has obtained first Customer's consent. Upon receipt of Customer's consent, lynda.com may use the Marks only in compliance with this Agreement and shall: (i) mark its use of the Marks with the symbol "TM", ®, or as appropriate; (ii) include the appropriate trademark attribution in reasonably close proximity to its first use of the Marks in any document or on a screen display; (iii) use the Marks so that each mark creates an impression which is separate and distinct from any other mark; (iv) not alter the Marks in any way, including, but not limited to, skewing, changing the color, rotating, separating logo elements or changing a typeface; (v) not use the Marks in any way that would disparage or injure Customer or its reputation; and (vi) in compliance with Customer's trademark policy, if any. Any other uses of the Marks by lynda.com not described or contemplated herein shall require Customer's additional written consent.

7. Privacy, Confidentiality and Data Protection.

7.1 Privacy. lynda.com respects and pledges to protect Customer's privacy consistent with the lynda.com Privacy Policy, attached hereto as Exhibit B, and incorporated as though fully set forth herein. . Customer acknowledges that Lynda.com may need to make changes in its Privacy Policy from time to time. lynda.com agrees that all changes to its Privacy Policy will be posted at <http://www.lynda.com/aboutus/otl-privacy.aspx>. and that in the event material changes are made, lynda.com will provide notice via e-mail to Customer's Primary Contact of such material changes.

7.2 Confidentiality. "Confidential Information" means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential. Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third party Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of the receiving Party; (ii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party; (iii) becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the information; or (iv) is confidential information that the receiving Party is required to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena. Either Party may, at its sole discretion, elect at any time, by written notice to the other Party, terminate that Party's further use of Confidential Information for any purpose. Upon receipt of notice such Party will promptly cease all further use of Confidential Information, return to the other Party all physical materials containing Confidential Information, whether the materials were originally provided by the disclosing Party or copied or otherwise prepared the receiving Party, and erase or otherwise destroy any Confidential Information kept by either Party in electronic or other non-physical form. The Parties acknowledge that the receiving Party shall not be required to return to disclosing Party or destroy those copies of Confidential Information residing on receiving Party's backup or disaster recovery systems or which must be maintained for regulatory or policy purposes. Such termination by either Party will not affect each Party's continuing obligations under this Section. Furthermore, Customer will keep in confidence all passwords and/or other access information related to the Services.

7.3 Data Protection. Customer represents and warrants to lynda.com that the Customer shall provide to lynda.com the minimum amount of personally identifiable information for each such Authorized User to enable such Authorized User to enjoy the benefit of this Agreement. Customer also represents and warrants to lynda.com that it is entitled to transfer relevant personal data to lynda.com so that lynda.com can lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf. The Customer acknowledges that lynda.com is reliant on the Customer for direction as to the extent to which the lynda.com is entitled to use and process the personal data. Consequently, lynda.com will not be liable for any claim brought by an Authorized User arising from any action or omission by lynda.com, to the extent that such action or omission resulted from the Customer's instructions. lynda.com reserves the right to monitor and audit Customer's compliance with Confidentiality and Data Protection obligations on an as needed basis.

7.4. Usage History. Customer agrees that if an Authorized User has a pre-existing course history with lynda.com, upon request by an Authorized User, said history, may be transferred from a pre-existing individual user account to an account for that individual set up under this Agreement. Further, the Parties agree that at the termination of this Agreement, any individual Authorized User may choose to have their individual course history archived for their future use.

8. Warranties.

8.1 Warranty. Each Party hereby warrants to the other Party that it has all necessary authority to enter into and perform its obligations under this Agreement. lynda.com WARRANTS THAT (i) ANY SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; (ii) THE SERVICES WILL BE PERFORMED SUBSTANTIALLY IN ACCORDANCE WITH ANY APPLICABLE lynda.com DOCUMENTATION UNDER NORMAL USE AND CIRCUMSTANCES; and, (iii) THE FUNCTIONALITY OF THE SERVICES WILL NOT BE MATERIALLY DECREASED DURING THE TERM. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THESE WARRANTIES SHALL BE TO TERMINATE THE AGREEMENT IN ACCORDANCE WITH SECTION 11 ("TERM AND TERMINATION").

8.2 lynda.com Disclaimer of Warranties. lynda.com does not pre-screen links to third party websites, materials on sites external to lynda.com and the OTL, or third party material posted on the lynda.com site ("External Material"). External Material may also include, but is not limited to, offline and online content in blogs, forums, social media sites/sharing features, print, and instructor references found in the OTL to third party links or references. lynda.com does not assume any responsibility for any External Material, is not liable for any claims related to External Material and provides External Material solely for reference and supplemental purposes for the convenience of Customer and its Authorized Users. lynda.com does not endorse or otherwise recommend any External Material, such third party websites, references, or the products, services, or information there offered. lynda.com reserves the right to disable any hyperlink to the Site. lynda.com MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE INFORMATION PROVIDED BY THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT ALLOWS USERS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, lynda.com DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY WEBSITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON THIS SITE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, lynda.com DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, LYNDACOM DOES PROVIDE INFRINGEMENT INDEMNIFICATION EXPRESSLY PROVIDED IN SECTION 9 BELOW.

9. Indemnification.

9.1 Defense or Settlement of Claims. Subject to Sections 9.2 and 9.3 below, lynda.com shall hold harmless, indemnify and defend Customer, and its subsidiaries and affiliates, and their respective successors, officers, directors, employees, contractors and agents, from and against any Indemnifiable Claim brought against Customer, provided Customer promptly notifies lynda.com in writing of its notification of an Indemnifiable Claim such that lynda.com is not prejudiced by any delay of such notification. lynda.com shall pay reasonable attorney's fees, court costs, and damages finally awarded with respect to such Indemnifiable Claim and the reasonable costs associated with any settlement of any Indemnifiable Claim by lynda.com. lynda.com will have sole control over the defense and any settlement of any Indemnifiable Claim and Customer will provide reasonable assistance in the defense of same. lynda.com will reimburse Customer for reasonable expenses incurred in providing such assistance. lynda.com shall not enter into any settlement agreement which imposes any obligation on Customer without Customer's prior written consent. Customer may participate in the defense or settlement of an Indemnifiable Claim with counsel of its own choice and at its own expense, however, Customer shall not enter into any settlement agreement or otherwise settle any such Indemnifiable Claim without the express prior written consent or request of lynda.com.

9.2 Cures. Following notice of an Indemnifiable Claim, and in the event an injunction is sought or obtained against use of the Services subscribed to hereunder or in lynda.com's opinion is likely to be sought or obtained, lynda.com shall, at its option and expense, either (i) procure for Customer the right to continue to use the Services as contemplated herein; or (ii) replace or modify the Services to make the use non-infringing while being capable of performing the same function without degradation of performance. In the event the options set forth in subsections (i) and (ii) herein above are not reasonably available, lynda.com may in its sole discretion, upon written notice to Customer, terminate this Agreement, cancel access to the Services and refund to Customer any prepaid, but unused Subscription Fee(s), if any.

9.3. Limitation. lynda.com assumes no liability, and shall have no liability, for any Indemnifiable Claim based on (i) Customer's access to and/or use of the Services after notice that Customer should cease use of such Services due to an Indemnifiable Claim; (ii) any unauthorized modification of the Services by Customer or at its direction; (iii) Customer's unauthorized combination of the Services with third party programs, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by lynda.com or involving any marking or branding applied at Customer's request.

9.4 [Intentionally left blank.]

9.5 EXCLUSIVE REMEDY. THE FOREGOING STATES EACH PARTY'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

10. Limitation of Liability.

10.1 LIABILITY CAP. EXCEPT FOR (i) A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 9; or (ii) A BREACH BY CUSTOMER OF SECTION 5; or (iii) A PARTY'S BREACH OF THE OBLIGATIONS UNDER SECTION 7, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, THEIR RESPECTIVE

LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER THIS AGREEMENT.

10.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, OR WHETHER DIRECT OR INDIRECT: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

11. Term and Termination.

11.1 Term. This Agreement shall commence on the Effective Date. Customer's Subscription Commitment Term for accessing and using the Services under this Agreement shall commence on the date specified in the Order Form and shall continue for the duration stated therein. Thereafter, the Agreement shall terminate unless mutually renewed as evidenced in writing between the Parties, or as evidenced by an executed Renewal Order Form.

11.2 Termination for Cause. At any time, either Party may terminate this Agreement immediately upon written notice to the other Party (in accordance with Section 13.1) (i) if the other Party breaches any of its material obligations under this Agreement, including Customer's obligation to pay for Services, and such breach is not cured within thirty (30) days of receipt of written notice (which may include email notice of non-payment), from the non-breaching Party; or (ii) if the other Party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business; or (iii) in the event of a breach by the other Party of Section 5 or Section 13.9.

11.3 Effect of Termination of Services. Upon expiration of Services authorized in the Order Form or Renewal Order Form, Customer will immediately discontinue all access and use of the Services. Neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance with this Section 11. In the event Customer terminates the Agreement for lynda.com's material and uncured breach, lynda.com shall refund to Customer any prepaid, but unused Subscription Fees calculated on a straight-line prorated basis for the remainder of the then current term. Those sections of the Agreement, which by their nature should survive, shall survive. Customer's obligation to pay outstanding undisputed Subscription Fees for Services rendered prior to the effective date of such termination shall survive any termination of this Agreement.

12. Governing Law: Dispute Resolution: Forum and Venue. In the event of any dispute or claim arising out of this Agreement, the governing law and venue shall be as stated in the Order Form.

13. Miscellaneous Provisions.

13.1 Notices. Notices may be provided either by electronic or physical mail as provided in the Order Form. If no email address is stated, then physical mail shall be the only method of providing notice. The person(s)/department(s) identified in the Order Form will receive notices on behalf of their respective Party. Each Party may change the persons/departments to which notices will be sent by giving notice to the other Party.

13.2 Assignment. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of lynda.com (which consent shall not be unreasonably withheld), except that Customer may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Any attempted assignment or delegation without such consent shall be void. This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns.

13.3 Waiver. The failure of either Party in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

13.4 Force Majeure. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party.

13.5 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect to the extent permitted by law

13.6 No Third Party Beneficiaries. No person or entity not a Party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

13.7 Entire Agreement. This Agreement, including the Cover Page, Order Form(s), Renewal Order Form(s) and any exhibits attached hereto, sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings, with respect to the same. No other rights are granted hereunder except as expressly set forth in this Agreement.

13.8 Order of Precedence, Conflicting Terms. To the extent Customer or Authorized User may be required to agree to or accept additional terms and conditions by way of an electronic authentication process (i.e. accept a "click through" subscription

agreement), notwithstanding anything that may be contained in such click through subscription agreement, neither Customer nor its Authorized Users shall be held to any terms or conditions which are more restrictive or burdensome than the terms and/or conditions contained in this Agreement and Order Form. In the event of any conflict between any such click through agreement and the terms of this Agreement and Order Form, the terms of this Agreement and Order Form shall prevail. Further, to the extent that there are quotes, purchase orders, request for proposals, Customer exhibits to Agreement and/or vendor forms or registrations with terms that conflict with this Agreement, this Agreement and the Order Form will prevail. Finally, in the event of any conflict between the terms contained in the Agreement and the Order Form, the terms of the Order Form shall take precedence.

13.9 Compliance with Laws. Both Parties agree to comply with all applicable local, state, national and foreign laws, rules and regulations including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Services under this Agreement. Customer shall comply with all legal duties applicable to Customer, including obligations as data controller by virtue of Customer's role in determining Authorized Users. Specifically, Customer must provide the relevant persons and/or participants with all information Customer is required by law to provide, and, if necessary, must obtain the consent of these persons. Notwithstanding any other provision in this Agreement, lynda.com shall have the right to terminate this Agreement immediately upon determination by lynda.com that Customer is not in compliance with US export laws or violates any government privacy and/or data protection laws.

13.10 Counterparts. This Agreement may be executed in one or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

Exhibit A**lynda.com Order Form – lyndaCampus K-12**

Justin Llaguno

006700000bd8fx

School Information:

Customer Name:	Randolph Township School District
Address:	25 School House Road Randolph, NJ 07869
Phone:	(973) 361-2191

Primary Contact:

Name:	Peter Emmel
Title:	Director of Technology
Email Address:	pemmel@rtnj.org

Billing Contact:

Name:	Peter Emmel
Title:	Director of Technology
Address:	25 School House Road Randolph, NJ 07869
Phone:	(973) 361-2191 x.7206
Email Address:	pemmel@rtnj.org
Purchase Order #:	

Purchasing Contact:

Name:	Peter Emmel
Title:	Director of Technology
Email Address:	pemmel@rtnj.org
Phone:	(973) 361-2191 x.7206

Service and Fee Summary:

1.	Name of Master Administrator:	Peter Emmel	
2.	Authorized Users: (description of users authorized by Customer)	All students, staff, and faculty	
3.	Number of Schools and/or District Offices:	7 Sites	
4.	Product / Library:	lyndaCampus <ul style="list-style-type: none"> • Access by Master Administrator to usage reporting showing course views, rankings and overall usage • Unlimited access to the designated library for Customer's Authorized Users on a 24x7 basis • Access to exercise files, and mobile application(s) to the extent developed and made available. • Personalized experience for each Authorized User, including player preferences, time stamps, bookmarks, course history, course completion certificates, sharing content etc. • No, per course, usage fees • Annual subscription plan English Language Library	
5.	Subscription Commitment Term:	1 Year	
6.	Subscription Term Dates:	Subscription Start Date:	August 25, 2014
		Subscription Expiration Date:	August 25, 2015
7.	Subscription Fees & Payment Terms:	Fees: \$21,000	Payment Terms: Net 30 from Date of Invoice
		<input checked="" type="checkbox"/> Annual Payments: \$21,000 Total: \$21,000 <input type="checkbox"/> Other (specify here):	
8.	Is a Purchase Order Required for Invoicing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes; please include the Purchasing Contact information above.	
9.	Implementation Fee:	Waived	
10.	Contact lynda.com, Inc.:	lynda.com, Inc. North America Headquarters: 1 (888) 335-9632 International: +1 (805) 477-3900 Email: cs@lynda.com	Legal Notices Attn: Legal 6410 Via Real, Carpinteria, CA 93013 Phone: (888) 335-9632 Email: legal@lynda.com

Please select one option below.

11.	Designated Access:	Customer will have the ability to elect its choice of Designated Access for Authorized Users by means of: <ol style="list-style-type: none"> 1. IP Address(es) or range with authenticated username and password ("User Profile"); or 2. Federated Authorization authentication (i.e. Shibboleth); or 3. Other authentication method as mutually agreed upon (i.e. CAS) Authorization Network 	
12.	Governing Law, Dispute Resolution; Forum and Venue:	This Agreement shall be construed and governed by the laws of the State of New Jersey, without regard to the principles of conflict of laws thereof. The Parties hereto agree and accept that any legal action or proceeding shall be brought in the federal or state courts for the State of New Jersey, County of Morris, and the Parties expressly waive any objection to personal jurisdiction, venue or forum non conveniens, and that all such disputes/claims will be resolved by means of a court trial conducted by the superior or district court in Morris County, New Jersey. Each Party expressly waives any right it may otherwise have to a jury trial. Notwithstanding the foregoing, in the event of any such dispute/claim, the Parties may agree to mediate the dispute/claim on such terms and conditions as may be agreed to in writing by the Parties.	
13.	Designated Schools and/or District Offices and their Authorized Users: * Note: If your school or entity will have Students who may be under the age of 13 as Authorized Users, the Terms of Section 13 will apply.	<u>School Name and School Level</u> <ol style="list-style-type: none"> 1. District Office 2. Randolph High School 3. Randolph Middle School 4. Center Grove Elementary 5. Fernbrook Elementary 6. Ironia Elementary 7. Shongum Elementary 	<u>Authorized Users: Please indicate if Users are Staff, Faculty and/or Students*</u> All students, staff, and faculty
14.	Other Terms:	COPPA TERMS Customer acknowledges that the law requires parental consent to collect or use information from a child under 13. Pursuant to the Children's Online Privacy Protection Act (COPPA), Customer represents and warrants that it will not allow a child under the age of 13 to use the Services unless Customer has obtained express written permission from the child's parent or legal guardian, for the child to use the lynda.com Services, and all features and functionality pertaining thereto, including, but not limited to, the use of social media plugins, providing comments on blogs, subscribing to newsletters, providing email address or other contact information ("Permission"). Customer represents and warrants that it will not allow a child under the age of 13 to use the Services if it has not obtained written Permission from the child's parent or legal guardian. Customer will promptly provide all copies of Permissions to lynda.com upon request. Customer agrees to keep Permissions for two (2) years following termination of the Agreement. Customer shall indemnify and hold lynda.com harmless from all losses, liabilities, damages and expenses (including fines, attorneys' fees and costs) resulting from any claims, demands, actions and other proceedings by any Third Party arising from Customer's breach of the foregoing provision.	
15.	Additional Information:	The pricing and terms in this contract are only valid until August 25, 2014	

- Initial Order:** By signing below, Customer and lynda.com each confirm that they have read, understand and agree to the provisions set out in the lynda.com Subscription Agreement.
- Add-On/Renewal Order:** By signing below, Customer and lynda.com each confirm that they have read, understand and agree to the provisions set out in the previously executed lynda.com Subscription Agreement, and agree that the Subscription Agreement, as modified by this Order Form, is hereby ratified and confirmed, and all other terms and conditions of the Subscription Agreement shall remain in full force and effect in accordance with its terms.

lynda.com, Inc.	Customer: Randolph Township School District
Signature: _____ Print Name: _____ Title: _____ Date: _____	Signature: _____ Print Name: _____ Title: _____ Date: _____

Exhibit B

lynda.com Privacy Policy

Effective Date: March 5, 2014



We self-certify compliance with:



We are lynda.com, Inc., located at 6410 Via Real, Carpinteria, CA 93013, USA (referred to as “us”, “our”, “we”, “Company”, “lynda.com”). We are committed to protecting and respecting your privacy. This Privacy Policy describes the types of information we may collect from you or that you may provide to us when you visit the lynda.com websites located at www.lynda.com, m.lynda.com and www.video2brain.com (the “Websites”) or the lynda.com mobile application (“App”) (collectively, the “Services”), and our practices for collecting, using, maintaining, protecting and disclosing such information. This Privacy Policy applies to information we collect: (i) through our Services, (ii) in text and electronic messages between you and our Services, and (iii) via mobile applications you download from our Websites, which provide dedicated non-browser-based interactions between you and our Services. This Privacy Policy does not apply to any information collected by us offline or via third-party sites that may be accessed through hyperlinks on our Services.

lynda.com has been awarded TRUSTe’s Privacy and Children’s Privacy Seal signifying that this Privacy Policy and practices of lynda.com, have been reviewed by TRUSTe for compliance with TRUSTe’s Web Privacy and the TRUSTed Cloud Program Requirements including transparency, accountability and choice regarding the collection and use of your personal information. TRUSTe’s mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy policy or practices, please contact us at businessaffairs@lynda.com. If you are not satisfied with our response you can contact TRUSTe here.

The TRUSTe program covers information collected through the websites www.lynda.com, m.lynda.com and www.video2brain.com, the lynda.com mobile application, and the service platform associated with this website.

We self-certify compliance with the following: the U.S. – E.U. Safe Harbor Framework and U.S. – Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use and retention of personal data from European Union member countries and Switzerland. lynda.com has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view the lynda.com certification, please

visit <http://www.export.gov/safeharbor>.

lynda.com privacy practices described in this Policy comply with the APEC Cross Border Privacy Rules System.

If contacting us does not resolve your complaint, you may raise your complaint with TRUSTe by [Internet here](#), or by fax at 415-520-3420 or by mail to: TRUSTe Safe Harbor Compliance Dept., [click for mailing address](#). If you are faxing or mailing TRUSTe to lodge a complaint, you must include the following information: the name of company, the alleged privacy violation, your contact information, and whether you would like the particulars of your complaint shared with the company. For information about TRUSTe or the operation of TRUSTe's dispute resolution process, [click here](#) or request this information from TRUSTe at any of the addresses listed above. The TRUSTe dispute resolution process shall be conducted in English.

By accessing or using our Services, you agree to this Privacy Policy.

IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT ACCESS OR USE OUR SERVICES.

Please read the information below:

1. [Information we collect about you](#)
2. [Where we store data](#)
3. [How we use your information](#)
4. [Disclosure of your information](#)
5. [Updating or correcting your personally identifiable information](#)
6. [Canceling your account or deleting your personally identifiable information](#)
7. [Choices regarding control of your personally identifiable information](#)
8. [Information related to data collected through the lynda.com platform service](#)
9. [Data Security](#)
10. [Cookies](#)
11. [Mobile Analytics](#)
12. [Links to third party web sites and advertisers](#)
13. [Notice to California residents](#)
14. [Changes to this Privacy Policy](#)
15. [Communities, forums, chat rooms, and message boards](#)
16. [Social Media features](#)
17. [Gift Certificates](#)
18. [How do you contact us with questions?](#)

1. INFORMATION WE COLLECT ABOUT YOU

We collect several types of information about visitors and/or users of our Services. We may collect this information either directly when you provide it to us or automatically as you navigate through the Websites or App.

(a) [Personally Identifiable Information](#). 'Personally Identifiable Information' refers to information by which you may be personally identified, such as your name, email address, or school. We will collect and process such data about you when you register for a Service/create an account, subscribe to a newsletter, submit feedback,

enter a contest, fill out a survey, or send us a communication. When ordering products or services on the Websites or App, you may also be asked to provide a credit card number and other payment-related information. You may also provide information to be published or displayed (“**posted**”) on public areas of the Websites (such as blogs, forums, message boards, and the like), or transmitted to other users of the Websites using ‘sharing’ features (**collectively, “User Contributions”**). Your User Contributions are posted and transmitted to others at your own risk. We cannot control the actions of other users of the Websites with whom you may choose to share your User Contributions. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

We may also collect your Internet Protocol (‘IP’) address. We use your IP address to diagnose problems with our servers, software, to administer our Services and to gather demographic information.

We do not collect more Personally Identifiable Information than is reasonably necessary to participate in an activity on the Websites. If you are a school and you use a lynda.com service within the United States for children under the age of 13, you are responsible for obtaining consent from the parents/legal guardians of each child you wish to allow to participate in using any of our Services. A child using our Services will be able to participate in certain activities such as taking online educational and informational courses.

(b) Non-Personally Identifiable Information. We may collect, or our third party ad server and/or content server may collect, certain Non-Personally Identifiable Information, that does not by itself identify a specific individual. Such information tells us about your equipment, browsing actions, the resources that you access and use through the Services, your operating system and browser type. Our third party ad servers will provide us with summary, but not individual, reports that will tell us how many ads were presented and clicked upon at our Websites. The information that we collect automatically is ‘statistical’ in nature. It helps us to deliver a better and more personalized service to users, by enabling us to estimate usage patterns, customize our Services according to your individual preferences, and speed up your searches.

(c) Device Information. When you download our App and use our Services, we automatically collect information on the type of device you use and the operating system version, so we know the best application version to provide you with. We do not ask you for, access or track any location based information from your mobile device at any time while downloading or using our App or Services.

2. WHERE WE STORE DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“**EEA**”). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. lynda.com will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

3. HOW WE USE YOUR INFORMATION

We use information held about you in the following ways:

- To ensure that content from our Services is presented in the most effective manner for you and for your computer or mobile device
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes

- To carry out our obligations arising from any contracts entered into between you and us, including for billing and collection
- If you pay for Services using a credit card, we will transmit your credit card data to the appropriate credit card company and/or credit card payment processing company
- To allow you to participate in interactive features of our Services, when you choose to do so
- To notify you about changes to our Services
- In any other way we may describe when you provide the information

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

If you use the *Contact Us* form on our site, we will respond to your inquiry and delete the information provided after your request has been fulfilled.

4. DISCLOSURE OF YOUR INFORMATION

We will share your Personally Identifiable Information with third parties only in the ways that are described in this Privacy Policy. Parents have the right to allow the collection and use of Personal Information from a Child without also consenting to its disclosure to Third Parties. We do not sell, trade, rent or disclose your information to others, except as provided herein:

(a) We provide some of our Services through contractual arrangements with service providers and other third parties. We and our service partners use your Personally Identifiable Information to operate our Websites and to deliver Services. For example, we must release your credit card information to the card-issuing bank to confirm payment for products and services purchased on our Websites; release your address information to the delivery service to deliver products that you ordered; and provide order information to third parties that help us deliver the services.

(b) We will disclose Personally Identifiable Information in the following circumstances: (i) if it is required by law enforcement or judicial authorities, or to cooperate with a law enforcement investigation; (ii) if we have a good faith belief that we are required or permitted to do so by law or legal process; (iii) to protect the rights, reputation, property or safety of lynda.com or others; (iv) to defend or enforce our rights or your obligations; (v) if the disclosure is required by mandatory professional standards; (vi) to a 3rd party with your prior consent to do so; or (vii) if we are under a duty to disclose or share your Personally Identifiable Information in order to enforce or apply, or any contracts or agreement that may exist between you and lynda.com including this Privacy Policy and our Website Use Policy. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

(c) In the event that lynda.com decides to sell all or part of its stock or assets or enter into a merger, we reserve the right to include Personally Identifiable Information and Non-Personally Identifiable Information among the assets transferred to the acquiring or surviving company.

(d) We may provide Non-Personally Identifiable Information about our customers' sales, traffic patterns, and related Website information to third party advertisers.

(e) Parents are able to consent to the use of their child's Personally Identifiable Information without having to consent to the Website's disclosure of the child's Personally Identifiable Information to third parties, as we do

not share Personally Identifiable Information of children under the age of 13 with any third parties (other than those service partners who help us provide the lynda.com service to you).

For a list of 3rd party trackers and the information that may be shared with or collected by such 3rd parties, please click here: [lynda.com 3rd parties](#)

If you have any inquiries regarding our privacy practices, please contact us directly at businessaffairs@lynda.com.

5. UPDATING OR CORRECTING YOUR PERSONALLY IDENTIFYING INFORMATION

You may change any of your or your child's Personally Identifiable Information online by logging into 'My Account' in accordance with instructions posted elsewhere on our Websites.

You may also access, request deletion, and correct yours or your child's personal information and privacy preferences by contacting support@lynda.com or by emailing us at businessaffairs@lynda.com, or writing to us at:

lynda.com, Inc.
6410 Via Real
Carpinteria, CA 93013
Attn: Business Affairs

Please include your or your child's name, address, and e-mail address when you contact us. We encourage you to promptly update your or your child's Personally Identifiable Information if it changes. You may ask to have the information on yours or your child's account deleted or removed and request that we no longer have contact with your child; however, because we keep track of past transactions for as long as is reasonably necessary, you cannot delete information associated with past transactions on this Website. In addition, it may be impossible to completely delete your information without some residual information because of backups.

6. CANCELING YOUR ACCOUNT OR DELETING PERSONALLY IDENTIFIABLE INFORMATION

If you are a lyndaPro member and would like to cancel your membership, log in to your account and go to My Account, Account + Billing. You can also contact your sales representatives or contact support@lynda.com.

If you are lyndaKiosk, lyndaClassroom, lyndaCampus or lyndaEnterprise and would like to cancel your membership, please contact your sales representatives or contact support@lynda.com. To have any personally identifiable information deleted, please contact: support@lynda.com.

We will retain your or your child's information for as long as your account is active or as needed to provide you Services. If you wish to cancel your or your child's account or request that we no longer use your information to provide you Services contact us at support@lynda.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We will respond to your request to access within 30 days.

7. CHOICES REGARDING CONTROL OF YOUR PERSONALLY IDENTIFIABLE INFORMATION

You can access some of the information that we collect about you or your child. For example, by logging in to your account, you can access information regarding recent orders from the Websites; Personally Identifiable Information; communication preferences; and payment settings.

With respect to your communications preferences, you can unsubscribe from newsletters by following the instructions included in the newsletter you receive or you can log into your account and update your newsletter and email subscription options. If your e-mail address has changed and you would like to continue to receive newsletters, you will need to access your account and update your e-mail address information in your account and sign-up again for the newsletter. Occasionally we may send out e-mails concerning website disruptions.

If you indicated upon registration that you are interested in receiving offers or information from us and our partners, we may occasionally send you direct mail about products and services that we feel may be of interest to you. Only lynda.com (or agents working on behalf of us and under confidentiality agreements) will send you these direct mailings, and only if you did not later 'opt-out' of such offers.

We do not send unsolicited commercial e-mails ("spam"). We offer commercial e-mail recipients the opportunity to opt-out of further communications in every e-mail. Please note that we may not include the opt-out information in non-commercial Service e-mails (i.e., e-mails concerning your order, the Website Terms and Conditions of Use, etc.).

You also have choices with respect to cookies, as described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies some parts of our Websites may not work properly in your case.

8. INFORMATION RELATED TO DATA COLLECTED THROUGH THE LYNDA.COM PLATFORM SERVICE

For certain services lynda.com collects information under the direction of its clients (e.g., an entity that subscribes to the Services for use by the entity's personnel). In this respect, lynda.com acts as a data processor and has no direct relationship with the individuals whose Personally Identifiable Information it processes. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his or her query to the relevant lynda.com client (the data controller). If the client makes a request to us to remove the data, we will respond to their request within 30 days.

lynda.com will retain Personally Identifiable Information we process on behalf of our clients for as long as needed to provide our services to our client. We will retain and use this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

9. DATA SECURITY

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using Secure Sockets Layer (SSL) technology.

To make online purchases you must use an SSL-enabled browser in order to protect the confidentiality of your personal and credit card information while it is transmitted over the Internet.

Access by you to your account is available through a password and/or unique user name selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone, that you change your password often using a combination of letters and numbers, and that you ensure you use a secure web browser. We cannot be held accountable for activity that results from your own neglect to safeguard the secrecy of your password and user name. If you share a computer with anyone, you should always log out of your account after you are finished, in order to prevent access to your information from subsequent users of that computer.

Please notify us as soon as possible if your user name or password is compromised. Call 1 (888) 335-9632 or +1 (805) 477-3900 for assistance, or email businessaffairs@lynda.com.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this Website cannot be guaranteed and we shall have no liability to you or any third party for loss, misuse, disclosure or alteration of such information; and (c) any such information and data may be viewed or tampered with in transit by a third party.

In the unlikely event that we believe that the security of your Personally Identifiable Information in our control may have been compromised, we will notify you as promptly as possible under the circumstances. To the extent we have your e-mail address, we may notify you by e-mail and you consent to our use of e-mail as a means of such notification. If you prefer for us to use another method to notify you in this situation, please e-mail us at businessaffairs@lynda.com with the alternative contact information you wish to be used.

10. COOKIES AND OTHER TECHNOLOGIES

When you use our Websites we may use cookies and other technologies in order to facilitate and customize your use of our Services.

What is a cookie? A cookie is a small data text file, which a website stores on your computer or mobile device (if your Web browser permits) that can later be retrieved to identify you to us.

Our cookies store randomly assigned user identification numbers, the country where you are located, and your first name to welcome you back to our Websites. The cookies make your use of the Websites easier, make the Websites run more smoothly, and save your logged-in state so that you do not have to log in each time that you visit the Websites.

The use of cookies by our partners, affiliates, tracking utility company and service providers, is not covered by our Privacy Policy. We do not have access or control over these cookies. Our partners, affiliates, tracking utility company, and service providers, use session ID cookies to make it easier for you to navigate our site, in order for you to use the shopping cart, etc.

You can disable and/or delete all types of cookies by using your browser settings. Cookies are generally easy to disable and/or delete but how you do so varies from browser to browser. The “help” function within your browser should tell you how to do it. The best way may be to close your browser and then search for “cookie folder” or “cookie manager” or simply “cookie”. Please also visit www.allaboutcookies.org for more information about cookies and how to disable them. If you do disable cookies, our Websites will not recognize you and you may not have access to all portions of the Websites.

What are clear gifs? Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user’s computer

hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the full-stop or period at the end of this sentence.

We partner with third party ad networks to manage our advertising on other sites. As part of their service, they use cookies and clear gifs. We will not provide any third-party ad server with any of your Personally Identifiable Information or information about your purchases. We and our third party ad server will collect and use your IP address and certain Non-Personally Identifiable Information about you, such as your browser type, the server your computer is logged onto, the area code and zip code associated with your server and whether you responded to a particular advertisement. If you wish to not have this information used for the purpose of serving you targeted ads, you may opt-out by [clicking here](#). Please note this does not opt you out of being served advertising. You will continue to receive generic ads.

What is a Flash cookie? Local storage objects, also known as “Flash cookies”, are similar in function to browser cookies in that they store some information about you or your activities on our Websites. We use Flash cookies in certain situations where we use Flash to provide some content such as video clips or animation. The options within your browser may not prevent the setting of Flash cookies. To manage Flash cookies please click here: http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html.

11. MOBILE ANALYTICS

We use mobile analytics software to allow us to better understand the functionality of our mobile software on your phone. This software may record information such as how often you use the App, the events that occur within the App, aggregated usage, performance data, and where the App was downloaded from. We do not link the information we store within the analytics software to any Personally Identifiable Information you submit within the App.

12. LINKS TO THIRD PARTY WEB SITES AND ADVERTISERS

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Our Websites may contain hyperlinks to other third-party web sites, which may collect and disclose information in a manner that is different from our Websites. We are not responsible for the collection, use, or disclosure of information collected through these third-party web sites, and we expressly disclaim any and all liability related to such collection, use, or disclosure. We recommend that you read the privacy policies of the other web sites you visit. Additionally, other companies that place advertising on our Websites may collect information about you when you view or click on their advertising through the use of cookies. We cannot control this collection of information. You should contact these advertisers directly if you have any questions about their use of the information that they collect.

13. NOTICE TO CALIFORNIA RESIDENTS - CALIFORNIA PRIVACY RIGHTS

If you are a California resident and have provided us with Personally Identifiable Information, California law gives you the right to request and receive from us, once per calendar year, information as to how we have shared your Personally Identifiable Information with third parties for their direct marketing purposes. If applicable, such information would include a list of names and addresses of all third parties with whom such information was shared during the prior calendar year as well as a list of the categories of Personally Identifiable Information shared. To make such a request, please send an email to businessaffairs@lynda.com and include the phrase “*California Privacy Request*” in the subject line. Your request must also include your

name, physical mailing address and email address. We will respond to you within thirty days of receiving such a request.

Note, that we will not share your Personally Identifiable Information with third parties for their marketing purposes without obtaining your prior consent. Moreover, if you have granted us permission, such third parties' use of your Personally Identifiable Information will be subject to their privacy policies. You should contact those entities directly regarding any communications you may receive from them, including, if you later decide that you no longer want that third party to use your personal information.

14. CHANGES TO THIS PRIVACY POLICY

It is our policy to post any changes we make to our Privacy Policy on this page (with a notice that the Privacy Policy has been updated on the home pages of the Websites). If we make material changes to how we treat our users' information, we will notify you by e-mail to the primary e-mail address specified in your account and through a notice on the home pages of the Websites. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our Websites and this Privacy Policy to check for any changes.

Your continued use of the Services after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by the modified Privacy Policy.

If we make material changes to how we use Personal Information collected from children under 13, we will notify parents by email in order to obtain verifiable parental consent for the new uses of their child's Personally Identifiable Information.

15. COMMUNITIES, FORUMS, CHAT ROOMS, AND MESSAGE BOARDS

If you or your child choose to disclose Personally Identifiable Information on communities, message boards, forums, and the like, which may be accessible via the Websites, you should be aware that such information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. To request removal of your personal information from our blog or community forum, contact us at support@lynda.com. You acknowledge and accept that any submissions to chat rooms or other public areas on the Websites are accessible to all third parties. If you do not want yours or your child's comments to be viewed by third parties, you are advised not to make any submissions. Ultimately, you are solely responsible for all activity conducted by you via communities, forums, message boards, chat rooms, etc. Please be careful and responsible whenever you are online.

16. SOCIAL MEDIA FEATURES

Our Websites include Social Media Features, such as the *Add This* button or interactive mini-programs that run on our Websites. These features may collect your IP address, which pages you are visiting on our Websites, and may set cookies to enable the features to function properly. Social Media Features are either hosted by a third party or hosted directly on our Websites. Your interactions with these features are governed by the privacy policy of the company providing it.

17. GIFT CERTIFICATES AND PLAYLISTS

If you choose to send a gift certificate or playlist to an individual, we will ask you for the individual's name and email address. We will automatically send a one-time email to the individual either with notice of their gift certificate along with an activation key or an invitation to visit the Websites. The recipient will be asked to create a user name and password to activate their subscription, and during this process, they will also be asked if they want to receive any newsletters or other emails from lynda.com. lynda.com stores name and email address of the recipient for the sole purpose of sending this one-time email and tracking the success of our referral program. The individual may contact us at support@lynda.com to request that we remove this information from our database.

18. HOW DO YOU CONTACT US WITH QUESTIONS?

If you have any questions about this Privacy Policy, the practices of or your dealings with our Websites, please contact us by sending a letter to:

lynda.com, Inc.
6410 Via Real
Carpinteria, CA 93013
Attn: Business Affairs

Phone Number: 1 (888) 335-9632 or +1 (805) 477-3900
You may also contact us by email at businessaffairs@lynda.com.