



## TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) is entered into by and between Linchpin Analytics Platform (“**Platform**”) and the School (*as defined below*) and is made effective as of the date of electronic acceptance or signature, whichever is earlier.

The Platform is owned and operated by Linchpin Analytics Private Limited (**CIN:** U91900MH2014NPL253823), a company incorporated under the Companies Act, 2013 and having its registered office at S-350, Greater Kailash-1, New Delhi – 110048, India (“**Linchpin**”).

Please read the following terms and conditions very carefully as use of Platform and Services (*as defined below*) by School are subject to the School’s acceptance of and compliance with the Terms since the Terms constitute a binding contract between Linchpin and the School. By accessing, subscribing, or otherwise using the Platform for any of the Services, the School agrees to have read, understood, and be bound by the Terms, regardless of the form of or use of the Services.

For the purpose of these Terms, wherever the context so requires, the term or phrase:

- (i) “**Applicable Laws**” shall include all laws, statutes, ordinances, bills, regulations, guidelines, policies, and other pronouncements having the effect of law of all or any applicable jurisdictions by state, municipality, court, tribunal, government, ministry, department, commission, arbitrator or board or such other body which has the force of law in all or any applicable jurisdiction, including but not limited to the General Data Protection Regulations (“**GDPR**”), wherever applicable. In addition, Schools shall also be governed by the applicable laws of the School’s country of residence.
- (ii) “**AI System**” means a machine-based system designed to operate with varying levels of autonomy that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers from the input it receives how to generate outputs such as predictions, recommendations, content, or decisions that can influence physical or virtual environments, as defined by Article 3(1) of the EU Artificial Intelligence Act.
- (iii) “**Data Subject**” shall have the meaning ascribed to the term in Linchpin’s Privacy Policy available at <http://bit.ly/PrivacyPolicy-Sept2021>.
- (iv) “**Person**” shall mean any natural person, trust firm, company, governmental authority, joint venture, association, partnership, society, or other entity (whether or not having separate legal personality).
- (v) “**Personal Information**” shall have the meaning ascribed to the term in Linchpin’s Privacy Policy available at <http://bit.ly/PrivacyPolicy-Sept2021>.

- (vi) **“School Account”** shall mean the account created by the School by providing the School Information as defined under Clause 3.1.
- (vii) **“School Content”** means the School students’ assessments data, profile photos or other student information uploaded by any School on the Platform.
- (viii) **“School Information”** means any information provided by the School (including Personal Information of Users and Data Subjects) at the time of registration or subscription or through any communications feature such email in accordance with Linchpin’s Privacy Policy available at <http://bit.ly/PrivacyPolicy-Sept2021>
- (ix) **“School”** means any educational institution who seeks to use the Platform and avail the Services of Linchpin and have access to or are registered on the Platform. It also includes any Users authorized by the School and Linchpin to access the Platform through the User Accounts. Nothing in these Terms shall be deemed to confer any third – party rights or benefits.
- (x) **“Services”** shall mean the services as detailed under Clause 4 of these Terms.
- (xi) **“TSPs”** shall mean, third party service providers, as applicable, whose services are used in addition to or in conjunction with the Services of Linchpin.
- (xii) **“User”** means any individual or individuals authorized by the School to access the Platform and the Services pursuant to creation of User Accounts.
- (xiii) **“User Accounts”** means the unique user identification given by the School referring to an individual or individuals authorized by the School to access the Platform and the Services for the License Period mentioned in the School registration form. Under no circumstances may a User Account be shared among or used by different individuals.

## **1. Linchpin Analytics Platform – in brief**

- 1.1. The Linchpin Analytics Platform provides data analysis and data visualizations for school learning data.
- 1.2. The Learning Analytics Collaborative (LAC) serviced by Consilience Education Foundation, offers access to an online learning center with professional guidance, research, recorded webinars, tutorials, and other resources for leveraging the Platform to build a culture of data use at the School.

## **2. Acceptance and Registration Obligations**

- 2.1. Subscribing, transacting, or otherwise using the Platform and availing the Services, indicates the School’s agreement and acceptance to all the terms and conditions under these Terms. By impliedly or expressly accepting these Terms, the School also accepts and agrees to be bound by all of Linchpin’s policies (including but not limited to the payment terms and “Privacy Policy” available at <http://bit.ly/PrivacyPolicy-Sept2021>, as amended from time to time).

- 2.2. By mere use of the Platform, the School shall be contracting with Linchpin and this Terms constitute the School's binding obligations with Linchpin and shall inure to the benefit of the School.
- 2.3. Linchpin makes the Platform available to the School only if the School has provided Linchpin with the required School Account information, including the registered office name, e-mail address, grade level, head of school details, School information and key statistics ("**School Information**").

### 3. Registered Schools

- 3.1. Upon completing the School Information form and payment of the Year 1 fees, the School shall be a registered user of the Platform. Linchpin shall, upon registration, establish an account for the School and assign a School ID ("**School ID**") and password ("**Password**") (collectively, the "**School Account**") for accessing the Platform. The School Information shall at all times be deemed to include the School Account.
- 3.2. If a School registers on behalf of a business entity, the School represents that, (a) the School has the authority to bind the entity to these Terms; (b) all other information submitted to Linchpin during the registration process is true, accurate, current, and complete. For purposes of this provision, a branch or representative office will not be considered a separate entity and its principal place of business will be deemed to be the entity's registered office as per the Registrar of Companies or such other competent authority under Applicable Laws.
- 3.3. By becoming a registered School, the School consents to the inclusion of its information available on the School website and School Trademarks (*as defined below*) for marketing purposes. No Personal Information shall be shared by Linchpin. The School acknowledges that consent provided towards sharing of the School Information under this Sub - Clause 3.3 constitutes consent as required to be obtained under Applicable Law. Linchpin shall remove or delete any marketing information provided by the School or School Trademark, if requested to do so, by the School in writing.
- 3.4. While Linchpin allows registration of Schools through creation of School Accounts in reliance of the School Information provided at the time of registration, Linchpin is bound to govern the usage of the Platform by its clients in order to ensure that the Platform is safeguarded from misuse by the Users. Linchpin may refuse registration and deny access to the Platform to any Person at its sole discretion in furtherance of this objective. Linchpin may suspend one or more User Account at any time without any prior notification. In the event of suspension of such User Account, a communication will be sent to the School about the suspension the reasons for such suspension and duration thereof. Termination of a School's access to the Platform is separately dealt with in Clause 9 of these Terms.
- 3.5. Linchpin will provide the School the ability to create multiple User Accounts under their primary School Account. All activity that occurs through the User Accounts will be aligned with the primary School Account. For the avoidance of doubt, all references to 'School Account', shall be deemed to include all User Accounts as well.
- 3.6. All action taken through the User Accounts will be considered authorized by the primary School Account and it will be responsible for all actions taken through the User Accounts.

- 3.7. The School will be responsible for maintaining the confidentiality of the Account Information and shall be fully responsible for all activities that occur under its School Account to the extent of access granted to the Schools and use of the School Account. The School shall save and hold harmless Linchpin, its affiliates, group companies (*as applicable*) and their respective officers, directors, agents and employees against any loss, damage or claims arising out of breach of confidentiality by the School.
- 3.8. The School agrees to notify Linchpin of any unauthorized use of its Account Information or any other breach of security immediately after it becomes aware of this unauthorized use or breach.
- 3.9. Linchpin will not be liable for any loss or damage arising from the School's failure to comply with Clauses 3.7 and 3.8. School may be held liable for losses incurred by Linchpin due to the use of the School Account due to an act or omission attributable to the School.
- 3.10. The School will not allow any third party to use the School Account for the purpose of transacting activities in the name of the School on the Platform.
- 3.11. The School shall ensure that the School Information provided by it on the Platform is complete, accurate and up to date.
- 3.12. In case Schools wish to update or amend the information provided by them they may do so by sending an e-mail to the Linchpin support team.
- 3.13. The School agrees that if it provides any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, outdated or incomplete) or if Linchpin has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, incomplete, or not in accordance with the Terms or any other policy, Linchpin shall have the right to indefinitely suspend, block or terminate the School's membership on the Platform and refuse to provide the School with access to the Platform.

#### **4. Description of Learning Analytics Collaborative and its Services**

- 4.1. Linchpin offers an online platform that allows a School to use school learning data in order to strengthen the School's teaching and learning capacities. The Platform allows the School to (i) reflect on their students' achievements; (ii) seek predictions on those students who would require additional support in Schools; (iii) help teachers plan learning opportunities; (iv) improve current courses and develop new curricula; and (v) take decisions on efficiency and effectiveness measures.
- 4.2. In addition to providing access to the Platform, Services in respect of each School Account shall, *inter alia*, be in the nature of:
  - 4.2.1. Organizing regular sharing within the LAC of learning data analytics, practices, and impacts;
  - 4.2.2. Guide the School in identifying the School Content it gathers, digitize internal assessment data, organize data repositories, and build an inventory; and

- 4.2.3. Provide literacy training to school leaders, teachers, counselors, and grade level and learning support teams.
- 4.3. The Platform and the Services will be available to the School 24x7, except during scheduled maintenance of the Platform or an emergency maintenance of the Platform, or for reasons beyond the control of Linchpin.

## 5. Fees, Payment and Taxes

### 5.1. Annual License Fees

- 5.1.1. School shall pay license fees on a yearly basis such as Year 1 fees, Year 2 fees and so forth as provided in the School Information document (“**Annual License Fees**”). In addition to the Annual License Fees, the School pays a one – time setup fee (“**Setup Fees**”) as provided in the School registration form at the time of signing up to use the Services.
- 5.1.2. Unless otherwise specified, (i) the Annual License Fees are based on the school enrolment numbers (the number of students whose data will be In the platform); (ii) payment obligations are non – cancelable and fees paid are non – refundable and payable in advance; and (iii) the number of students may increase or decrease during the License Period.
- 5.1.3. Schools understand that this is an evolving model and the Annual License Fees, and the Setup Fees may undergo changes from time to time. In the event of any modification in Annual License Fees and / or the Setup Fees as the case may be, Linchpin shall intimate School about the same and the date from which it is applicable along with the enhanced fees, if any. In the event the School fails to pay the Annual License Fees and / or Setup Fees (including renewals thereof), Linchpin may, without any liability suspend the performance of Services or terminate the Services (including access to the Platform) in the manner provided in Clause 9 below.
- 5.2. Linchpin shall not be responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from Annual License Fees billed by Linchpin. Unless otherwise provided or as required by the applicable jurisdiction, the Annual License Fees and Setup Fees do not include taxes and / or bank fees, and the School is responsible for paying all taxes and / or bank fees associated with its registration hereunder.
- 5.3. The Annual License Fees and Setup Fees if applicable, may be subject to escalations on an annual basis or otherwise, as may be deemed fit by Linchpin.

### 5.4. License Period and Renewal

- 5.4.1. The School’s access to the Platform and usage of the Services shall be valid for 1 (One) school year (“**Initial Term**”) pursuant to the completion of which the School Account shall automatically renewed for successive periods of 1 (One) year each (each a “**Renewal Term**”), unless terminated at any time during the Initial Term or the Renewal Term, in accordance with these Terms (“**License Period**”).

- 5.4.2. Changes or modifications in Annual License Fees of the Services shall be effective when the Service in question comes up for renewal or expires, or when the User data for a school changes in the platform. If the School fails to renew the School Account and User Accounts, then School will not be permitted to access to the Platform and the Services.

## **6. School's Obligations, Representations and Warranties**

- 6.1. School agrees, undertakes, and confirms that its use of the Platform shall be strictly governed by the binding principles contained herein below. The School further agrees that it shall not host, display, upload modify, transmit, update, or share any School Content / information that:

- 6.1.1. belongs to any individual to which School does not have any right to;
- 6.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- 6.1.3. is unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" provided as per Applicable Laws;
- 6.1.4. is misleading in any way;
- 6.1.5. harasses or advocates harassment of another Person;
- 6.1.6. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a Person's name, email address, physical address, or phone number) or rights of publicity;
- 6.1.7. provides material that exploits people in a sexual, violent, or otherwise inappropriate manner or solicits personal information from anyone; interferes with another School's use and enjoyment of the Platform;
- 6.1.8. harms minors in any way;
- 6.1.9. infringes any patent, trademark, copyright, or other proprietary rights or third party's trade secrets or rights of publicity or privacy or fraudulent or involves the sale of counterfeit or stolen products;
- 6.1.10. violates any law for the time being in force;
- 6.1.11. impersonates another Person;
- 6.1.12. contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may

damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data, or personal information;

- 6.1.13. threatens the unity, integrity, defence, security or sovereignty of India, India's friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
  - 6.1.14. directly or indirectly, offers, attempts to offer, trades, or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Law, rule, regulation, or guideline for the time being in force; or
  - 6.1.15. creates any liability for Linchpin.
- 6.2. School shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. Linchpin reserves its right to bar any such activity.
  - 6.3. The School shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the Services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
  - 6.4. The School shall not probe, scan, or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform, or any network connected to the Platform. The School may not reverse look-up, trace or seek to trace any information on any other school or visitor to the Platform, or any other school, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than School's own information, as provided for by the Platform.
  - 6.5. Server hacking or other perpetration of security breaches is prohibited and the TSP and/or Linchpin reserves the right to deactivate the School Account containing information about hacking or links to such information. School's use of the School Account as an anonymous gateway is prohibited. Linchpin prohibits the use of software or scripts run on the hosting TSPs' servers that cause the server to load beyond a reasonable level, as determined by the said TSP. The School further acknowledges and agrees that TSP providing the server hosting services reserves the right to scan the School's hosted account for malicious content (e.g., malware), and that, in the event any such School Content is discovered, it may be deactivated in the said TSP's discretion for security purposes.
  - 6.6. School agrees not to engage in unacceptable use of the Services, which includes, without limitation, use of the Services to: (1) attempt to mislead any Person as to the identity, source or origin of any communication; (2) interfere, disrupt or attempt to gain

unauthorized access to any computer system, server, network or account for which the School does not have authorization to access or at a level exceeding School's authorization; or (3) use School's server as an "open relay" or for any of the above purposes.

- 6.7. School shall not make any defamatory statement(s) or false statements about Linchpin, the Platform or the brand name or domain name used by Linchpin, including the term 'School Account' or otherwise engage in any conduct or action that might tarnish or dilute any of Linchpin's trade or service marks and trade name as may be owned or used by Linchpin.
- 6.8. School agrees not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other Person's use of the Platform.
- 6.9. School shall not forge headers or otherwise manipulate identifiers in order to disguise the origin or transmittal of any message the School sends to Linchpin on or through the Platform or any Services offered on or through the Platform. School shall not pretend that it is, or that it represents someone else, or impersonate any other individual or entity.
- 6.10. School shall not use the Platform or any School Content for any purpose that is unlawful or prohibited by this Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Linchpin and/ or others.
- 6.11. School shall at all times ensure full compliance with all Applicable Laws thereunder as applicable and as amended from time to time. The School shall not engage in any transaction in any service, which is prohibited by the provisions of any Applicable Laws for the time being in force.
- 6.12. School understands that Linchpin has the right at all times to disclose any information available with Linchpin (including the identity of the Person providing information or materials on the Platform, its location etc.) as necessary to satisfy any law, regulation, or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or summons. In addition, Linchpin can (and the School hereby expressly authorizes Linchpin to) disclose any information about the School to appropriate authority in accordance with Applicable Laws as Linchpin, in its sole discretion, believes is necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- 6.13. School acknowledges that Linchpin is required to report cyber security incidents related information with appropriate authority, such as their identity, location, etc. and relevant data in connection therewith, which report may include data of the schools and their activities on the Platform. The School shall be obligated to extend all assistance as may be required by Linchpin from the School in this regard.
- 6.14. Linchpin shall have all the right to take necessary action and claim damages that may occur due to School's involvement/participation in any way on its own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

- 6.15. Any software that is available on the Platform is the property of Linchpin. Schools may not use, download, or install any software available on the Platform.
- 6.16. Schools shall alone be responsible for navigating out of the Platform. In case a Person using the world wide web/internet receives a spam or virus which includes a link to the Platform or to any other site maintained, operated, or owned by Linchpin, it should not be held responsible for the same. Linchpin assumes no responsibility for such mails.
- 6.17. School acknowledges and agrees that Linchpin shall have the right to seek, and School shall be obligated to provide any and all information reasonably sought by Linchpin pursuant to the School's use of the Services.
- 6.18. School shall be solely responsible to the extent it is in their control for undertaking measures to: (1) prevent any loss or damage to the School Account or School Content; (2) maintain independent archival and backup copies of the School Account or School Content; and (3) ensure the security, confidentiality and integrity of all School Account's or School Content transmitted through or stored on the servers.
- 6.19. School represents to Linchpin that (i) the School is duly incorporated and validly existing under the laws of jurisdiction of its incorporation and has all the necessary power, authority, and capacity to carry on its business; (ii) it has the necessary power, authority, and capacity, including financial capacity to use the Platform and Services and perform its obligations herein and therein and the execution of these Terms does not contravene, violate, or constitute a default of, or require any consent or notice under any provision of any other agreement or other instrument to which it is a party of by which it may be bound.
- 6.20. Solely to enable Linchpin to use the School's logo, tradename and trademark ("**School Trademarks**") on the Platform and to assist Linchpin in reaching out to Schools with marketing and promotional communications such as by way of newsletters, and to ensure that Linchpin is not in violation of any rights that the School may have in the School Trademarks, the School agrees to grant to Linchpin a non-exclusive, worldwide, royalty-free right to use the School Trademarks.
- 6.21. School is responsible for obtaining the data access necessary to use the services of the School Account and also for acquiring and updating compatible hardware or devices necessary to access and use services of the School Account and any updates thereto. Services may be subject to malfunctions and delays inherent in the use of the internet and/or any electronic communications.
- 6.22. In the event of any loss, damages or claims incurred by Linchpin due to breach of the provision of this Clause 6 by the School, the School shall save and hold Linchpin, its affiliates, group companies (*as applicable*) and their respective officers, directors, agents and employees, harmless against such loss, damage or claim.

## 7. Platform Rights

- 7.1. Pursuant to registration and access to the Platform, the School may avail the following facilities:

### 7.1.1. Uploading School Content

- (a) Upon completion of registration and creating the School Account and User Accounts, the School shall be entitled to upload all the School Content on the Platform using the School Account.
- (b) Once the School Content is uploaded, Linchpin shall carry out the analytics of the School Content over the Platform.
- (c) The analytics once completed, would be auto generated on the Platform where the Schools will be able to access the analytics through the School Account or User Account as the case may be.

7.2. The School may oversee and supervise access to the Platform and School Account and the User Accounts by its staff, faculty, and employees.

7.3. The Platform and its Services are in the nature of a pre-paid Software as a Service available to every School intending to enhance the learning of students based on analysis and visualizations of students' learning data. This is provided through the Platform to the School. Once the School has registered onto the Platform and completed payment of the Annual License Fees, the School may enjoy continuous and interrupted access to the Services through its School Account. Linchpin's key obligations are to provide uninterrupted 24x7 services (save and except for scheduled/emergency maintenance performed by Linchpin as explained in these Terms) to its clients, to maintain the Platform, and to make necessary upgrades and updates as and when required. Schools are free to raise their concerns with Linchpin at any in accordance with Clause 15.

## **8. Trademark, Copyright and Restriction**

All material of, or contained on the Platform, including artwork, computer code, design, structure, selection, co-ordination, expression, the look, feel and arrangement of the content on the Platform, images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. The School must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and also, the School must not assist any other Person to do so.

## **9. Term and Termination**

### **9.1. Suspension or termination of Services by Linchpin**

9.1.1. The Terms will continue to apply to the School till the School continues to use the Platform and the Services or until terminated by Linchpin or the School as set forth below.

9.1.2. Linchpin may monitor the School's use of Services (but shall not have the responsibility to do so) through the "Users" section of the Platform in order to determine whether the School is complying with this Terms.

9.1.3. In order to safeguard the Platform and address any technical issues that may arise, Linchpin reserves the right to suspend the Services (for the sole purpose of enabling Linchpin to investigate the events leading to the need for suspension), or terminate the Services with immediate effect without notice if:

- (i) Linchpin is required to do so under Applicable Law by any order of a court or any other authority;
- (ii) the School provides any information, including the School Information and/or School Content, that is untrue, inaccurate, not current, or incomplete, (or becomes untrue, inaccurate, not current, or incomplete) or if Linchpin has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with this Terms;
- (iii) Linchpin believes that the School's use of the Service may be in breach of any Applicable Law;
- (iv) Linchpin believes that the School has committed a breach of these Terms;
- (v) The School fails to renew the School Account and pay the Annual License Fees; or
- (vi) Linchpin has, in more than 1 (one) instance, suspended any of the Services provided by it to the School for any reason whatsoever, in which case Linchpin will have the right to terminate the Services with immediate effect.

9.1.4. In the event Linchpin believes that the School's use of the Service may be in breach of any Applicable Law, then Linchpin may notify the relevant authorities and provide them with relevant information as appears appropriate in the circumstances. Further, any liabilities that may have been incurred by Linchpin, prior to termination, shall be immediately due and payable by the School to the extent such losses or costs or damages arise on account of any act or omission by the School.

9.1.5. Notwithstanding anything stated hereinabove, if the School wants to terminate these Terms with Linchpin, the School may do so by (i) not accessing the Platform; or (ii) not making payment of the Annual License Fees. In the event any such termination in the manner provided in this Sub – Clause 9.1.5, School shall not be entitled to any refunds.

9.2. Linchpin will retain the School Content to the extent as may be required under Applicable Law. It is clarified that in the event the Applicable Law does not permit Linchpin to retain the School Content, then such School Content will be deleted upon termination of Services as provided in the Privacy Policy. The processing of School Content shall at times be handled, in compliance with Applicable Law and subject to permissibility limits under Applicable Law. If the manner in which the School Content used by Linchpin does not seem to be clear or agreeable to the School, any such concerns may be addressed to Linchpin by sending an email at [lacsupport@linchpin-analytics.com](mailto:lacsupport@linchpin-analytics.com).

9.3. Termination or expiration of these Terms in part or in whole, shall not limit Linchpin from pursuing other remedies available to it, nor shall the School be relieved of its obligation to pay all monies that are due and owing under these Terms up to the effective date of termination. Linchpin shall not be liable to the School for any damages resulting solely from termination as permitted herein.

## **10. Disclaimer of Warranties**

- 10.1. The School is free to delete the School Account and terminate the Services at any time and acknowledges that the consequences of such termination or deletion shall be at the sole risk and responsibility of the School.
- 10.2. At any time, if Linchpin believes that the Services are being utilized by the School in contravention of these Terms, Linchpin shall have the right to forthwith remove / block / close the School Account of the School and furnish such details about the School upon a request received from regulatory / statutory authorities or under a court order.
- 10.3. Linchpin shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the School arising out of the use of the Services or due to Linchpin's failure to provide the Services at all, for any reason whatsoever whether or not beyond the control of Linchpin.
- 10.4. Linchpin, its agents, employees, programmers and related Persons and entities are hereby released from all refunds or warranties, claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected, and unsuspected, disclosed, and undisclosed, arising out of or in any way connected with the Services.
- 10.5. Linchpin makes no representation that the Platform and the Services will be constantly available or available at all times or the information on the Platform is complete, true, accurate or non - misleading. The School agrees and acknowledges that the Platform and the Services are provided on an online Platform and are susceptible to downtimes, crashes, or other such technical issues for which Linchpin shall not be responsible to the School in any manner whatsoever. Nothing contained in these Terms shall be deemed to be a warranty implied or otherwise as to the availability of the Platform and the Services at all times.
- 10.6. The Platform is being continually updated with new visualisations. There may be a minimal downtime during which the School would be informed in advance. Scheduled maintenances will take place over a weekend. Unscheduled maintenance may need to be performed. During this time, the server may be off-line. In this case a notice regarding the maintenance may be posted by Linchpin.
- 10.7. Linchpin will not be liable to the School in any way, in connection with the Platform. Linchpin does not warrant that the Platform, Services included on or otherwise made available to the School through the Platform, their servers, or electronic communication sent from Linchpin are free from viruses or other harmful components. Protections offered, in this behalf, by Linchpin are mentioned under Clause 8 of the Privacy Policy.
- 10.8. School specifically acknowledges and agrees that, School's use of the Services and the Platform is at its own risk. Linchpin (including any third party assisting Linchpin in provision of Services), its affiliates, group companies, officers, directors, employees and agents, do not make, and hereby disclaim, any and all warranties, whether express, implied, statutory, or otherwise, including without limitation the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and title, and any warranties arising from a course of dealing, performance, usage, or trade practice or about (a) the accuracy, completeness, or content of the platform, (b) the accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this Platform, (c) the Services found at this Platform or any

sites linked (through hyperlinks, banner advertising or otherwise) to this Platform, and Linchpin assumes no liability or responsibility for the same, (d) the Service or quality of any Services or information will meet the School's requirements or expectations, and/or (e) the Service or the server(s) that make the Services available are free of viruses or other harmful components. The Service and all content are provided to the School strictly on an "as is" basis. Linchpin does not warrant that the Services or the Platform will be uninterrupted, error-free, timely, completely secure or operate in combination with any other hardware, software, system, or data.

In addition, the School specifically acknowledges and agrees that no oral or written information or advice provided by Linchpin, its affiliates, group companies, officers, directors, employees, and agents (including without limitation its customer service representatives), will (a) constitute legal or financial advice or (b) create a warranty of any kind with respect to this Platform or the Services found at this platform, and the School should not rely on any such information or advice.

- 10.9 In no event shall Linchpin, its affiliates, group companies, officers, directors, employees and agents, be liable to the School for any authorized access to or use of School Information arising from the School's failure to adhere to these Terms, provision of access to third parties by the School to the School Account and misuse of School Information contained in the School Account on account of such third party access provided by the School.

## **11. Use of AI and Ethical Compliance**

Linchpin may deploy AI Systems as part of its Services. These systems are designed to support educational insights and analytics. All AI Systems used are compliant with the EU Artificial Intelligence Act and other applicable laws.

Linchpin:

- Does not deploy AI for the purpose of social scoring, biometric categorization, subliminal manipulation, or any other practices prohibited under Article 5 of the AI Act.
  - Ensures that all AI-powered outputs are subject to human oversight and contextualized for educational purposes only.
  - Provides appropriate transparency mechanisms where AI-generated outputs are presented.
  - Maintains documentation and internal review mechanisms to monitor the integrity, fairness, and explainability of AI-based recommendations and data visualizations.
12. Schools located in the European Union or offering services to EU-based students acknowledge their roles as deployers of AI under the AI Act where applicable and are advised to assess their responsibilities under EU regulations. Linchpin supports such schools by providing transparent information on the functioning, data usage, and design of any AI Systems deployed via the Platform.

### **13. AI Literacy Support**

Linchpin will provide AI literacy resources to support users' understanding of AI Systems deployed through the Platform. These resources may include documentation, webinars, training videos, and contextual tooltips within the Platform interface. These efforts aim to ensure staff, administrators, and educators are equipped to responsibly use AI-supported features.

14. The foregoing disclaimer of representations and warranties shall apply to the fullest extent permitted by Applicable Laws and shall survive any termination or expiration of these terms or School's use of this Platform, or the Services found at this Platform.

Termination or expiration of these Terms, in part or in whole, shall not limit Linchpin from pursuing other remedies available to it, nor shall Linchpin be liable to the School for any damages resulting solely from termination as permitted herein.

### **15. Limitation of Liability**

- 15.1. In no event shall Linchpin, its affiliates, group companies, officers, directors, employees and agents, be liable to the School for any special, incidental, indirect, punitive or consequential damages of any kind in connection with these terms, including any that may result from (i) personal injury or property damage of any nature whatsoever, (ii) third-party conduct of any nature whatsoever, (iii) any unauthorized access to or use of Linchpin's servers and/or any and all content, personal information, financial information or other information and data stored therein, including unauthorized access to or use of the aforementioned information arising from the School's failure to adhere to these Terms, provision of access to third parties by the School to the School Account and misuse of School Information contained in the School Account on account of such third party access provided by the School; (iv) any interruption or cessation of Services to or from this Platform or any sites linked (through hyperlinks, banner advertising or otherwise) to this Platform, (v) any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from this Platform or any sites linked (through hyperlinks, banner advertising or otherwise) to this Platform, (vi) any School Content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "X-rated", obscene or otherwise objectionable, and/or (vii) any loss or damage of any kind incurred as a result of school's use of this platform or the Services found at this Platform, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not Linchpin is advised of the possibility of such damages.

- 15.2. Subject to the above and notwithstanding anything to the contrary contained in this Terms, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of Linchpin vis-à-vis any School, regardless of the form of claim, shall not exceed 25% (twenty-five) percent of the Annual License Fees prior to the event giving rise to the dispute. The foregoing shall not limit the School's payment obligations for the Services.

- 15.3. The foregoing limitations of liability will apply to the fullest extent permitted by law, notwithstanding the failure of essential purpose of any limited remedy herein and shall survive any termination or expiration of these Terms or School's use of this Platform or the Services provided by Linchpin.

## 16. Jurisdiction and Dispute Resolution

- 16.1. The Terms shall be governed by and interpreted and construed in accordance with the laws of India. Subject to the provisions of Clause 13.2 and 13.3, the Parties hereby agree that the courts of Mumbai, India shall have exclusive jurisdiction to the exclusion of all other courts.
- 16.2. If the School is based in Asia Pacific Region: All disputes and / or differences whatsoever arising out of these Terms including but not limited to issues relating to the rights and liabilities of both the School and / or Linchpin, interpretation, meaning and operation or effect of these Terms or breach thereof shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the rules pertaining to Expedited Procedure as specified in Rule 5 of the rules of the Singapore International Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of arbitration shall be Singapore. The tribunal shall consist of a sole arbitrator appointed by SIAC. The arbitration proceeding shall be conducted, and the award shall be rendered in English language. The arbitration award rendered the sole arbitrator so appointed shall be final and binding on the parties.
- 16.3. If the School is based in the European Union or the United Kingdom: All disputes and / or differences whatsoever arising out of these Terms including but not limited to issues relating to the rights and liabilities of both the School and / or Linchpin, interpretation, meaning and operation or effect of these Terms or breach thereof shall be referred to and finally resolved by arbitration administered by the International Chamber of Commerce ("**ICC**") in accordance with the arbitration rules of the International Chamber of Commerce ("**ICC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be London. The arbitration proceedings shall be conducted by a sole arbitrator to be appointed by the International Court of Arbitration of the ICC in accordance with the ICC Rules. The arbitration proceeding shall be conducted, and the award shall be rendered in English language. The arbitration award rendered the sole arbitrator so appointed shall be final and binding on the parties.

## 17. Miscellaneous

- 17.1. Certain terms may be defined in this Terms and wherever such terms are used in these Terms, they shall have the meaning so assigned to them.
- 17.2. For the purpose of this Terms words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- 17.3. The titles and headings of this Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein.
- 17.4. Each covenant and agreement in this Terms shall be construed for all purposes to be a separate and independent covenant or agreement.

17.5. Linchpin shall provide the School with fullest cooperation and act, at all times in good faith to best give effect to these Terms.

17.6. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

17.7. Throughout this Terms, Linchpin's prior written consent means a communication coming from Linchpin's legal department, specifically in response to the School's request, and specifically addressing the activity or conduct for which the School seeks authorization.

#### 17.8. Modification

17.8.1. When the School avails any of the Services, School will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms and shall be considered as a part of this Terms. Linchpin reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Terms, at any time without any prior written notice to the School. The modifications to the Terms, as made by Linchpin shall be notified to the School by email. The School's continued use of the Platform following the posting of changes shall be deemed to mean that the School accepts and agrees to the revisions. As long as the School complies with this Terms, Linchpin grants the School a personal, non-exclusive, limited privilege to enter and use the Platform.

17.8.2. In addition, Linchpin may occasionally notify School of changes or modifications to this Terms by email. It is therefore very important that the School keep School Information, including the School's email address, updated. Linchpin assumes no liability or responsibility for the School's failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

#### 18. Contact Us

Please send any questions or comments (including all inquiries related to Service experience and quality concerns) regarding this Platform to [lacsupport@linchpin-analytics.com](mailto:lacsupport@linchpin-analytics.com).