



PlannedQuest Subscription Agreement

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This Subscription Agreement ("Agreement") is between **PlannedQuest Inc.**, a Delaware corporation ("PlannedQuest", "we", "us"), and the person or organization that buys a subscription ("Customer", "you"). It applies to every PlannedQuest subscription: a **school or district license** and an **educator pilot**.

You accept this Agreement by checking the acceptance box at checkout, by signing an order form that references it, or by using the Service after we have sent it to you. If you accept for an organization, you confirm you are authorized to bind it. The version you accepted, and when, is recorded with your order, and you can always read and download this version at plannedquest.com/legal/subscription-agreement.

In plain language. You get PlannedQuest for one year. It renews each year until you cancel. We remind you about 30 days before each renewal. Your school owns its student data; we never sell it, never use it for advertising, and never use it to train AI. The Data Privacy Addendum is part of this Agreement and controls anything about student data.

1. The documents and what controls

1.1 The documents. This Agreement, the **Data Privacy Addendum** at plannedquest.com/legal/data-privacy-addendum ("DPA"), and any order form or checkout summary for your purchase ("Order") are the entire agreement between us about the Service.

1.2 Order of precedence. If documents conflict, this order controls, highest first:

1. A data privacy agreement both parties signed, including a state or consortium form such as the Student Data Privacy Consortium National Data Privacy Agreement or the California Student Data Privacy Agreement
2. A master agreement both parties signed
3. The Order
4. The DPA, as to the data it covers
5. This Agreement

Signed paper always outranks this click-through agreement.

1.3 Purchase orders. You may use a purchase order for your own administrative and budgeting purposes. Terms printed on or referenced by a purchase order do not apply, unless we sign a document that says otherwise.

1.4 Changes. We may update this Agreement for future subscription periods. We will not change it during a paid period in a way that materially reduces your rights, and we will give at least **60 days' notice** before a material change takes effect at your renewal. Every past version stays available on request.

2. Definitions

- **Service:** the PlannedQuest platform and its documentation.
 - **Student Seat:** one concurrently active student account in your organization. Seats are a point-in-time count of active students, not named individuals over the year.
 - **Student Data:** information about a student that you or your users provide, or that the Service generates about a student.
 - **Authorized Users:** the students, staff, and linked parents or guardians you permit to use the Service.
 - **School License:** a subscription for a school, district, or program, priced per Student Seat.
 - **Educator Pilot:** a subscription for one educator, described in Section 4.
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3. The subscription

3.1 License. We grant you a non-exclusive, non-transferable right to use the Service during your subscription term, for your own educational purposes, for the number of Student Seats in your Order.

3.2 What is free. Only students use seats. Staff accounts (teachers, counselors, coaches, and administrators) and linked parent and guardian accounts are included at no additional charge on a School License.

3.3 At the seat limit. When your seat limit is reached, **new students cannot join** by join code, roster import, or any other way until a seat opens or you add seats. Students already in keep full access, and no one is signed out. You can ask for more seats at any time; we respond within five business days.

3.4 Restrictions. You will not resell or sublicense the Service, use it to build a competing product, reverse engineer it, share accounts, or use it in a way that breaks the law or harms other users.

4. Educator pilots

This Section applies only to an Educator Pilot.

4.1 What a pilot is. An Educator Pilot is a subscription for **one educator** (a counselor, teacher, or coach) and **up to 150 students**. It includes one staff account (yours). You choose the role closest to what you run; the role sets your starting tools, not the price or the limits. You may not add other staff to a pilot.

4.2 Your school's authorization. Because your students' information is covered by student privacy laws that place duties on your school, **you confirm, when you buy, that:**

1. you work for or with the school, district, or program you name;

2. your use of PlannedQuest with students follows your school's technology and student-data policies, or an administrator with authority has approved it;
3. you accept the DPA on your school's behalf to the extent you are authorized to, and you will share it with your school on request; and
4. you will use the Service with students only for instruction and student support.

If you give us an administrator's email address, we send them the DPA and a notice describing what the Service collects, so your school can review it, ask us questions, or tell us to stop.

4.3 Students under 13. Invite students under 13 only if your school has authorized the use of PlannedQuest for its educational purpose. The school's authorization is given for the use and benefit of the school, and we use the information only as the DPA allows. **Complying with the Children's Online Privacy Protection Act is our responsibility, not your school's or yours.** A parent may, through the school, review their child's information, have it deleted, and stop further collection.

4.4 If your school objects. If your school, district, or program tells us it does not authorize the pilot, we will stop collecting information from its students, and at the school's choice return or delete their data under the DPA, and **refund the unused part of your pilot fee, pro rata.** Your school decides what happens to its students' data, not you or us.

4.5 Your pilot credit. Each paid pilot comes with a credit code.

- It is worth **the amount you paid for the pilot** (not more than the purchase it is applied to) as a **one-time discount on the first year of a School License of 500 or more Student Seats**, bought by any school, district, or program while your pilot term is active.
- It can be used once. It has **no cash value**, is not a gift card or stored value, and cannot be exchanged for money.
- It is void if your pilot payment is refunded or reversed.
- When a school buys with your code, your pilot stops renewing. You may then move your students, their plans, and their work into the school's account from your license page. **Nothing moves until you choose to move it.**

4.6 More students. A pilot's student limit is fixed. If you need more room, email support@plannedquest.com and we will look at your situation, or move to a School License.

5. Term, renewal, and cancellation

5.1 Term. Your term is one year from the start date, unless your Order says otherwise.

5.2 Automatic renewal. **Your subscription renews automatically for another one-year term at the end of each term, and we charge the payment method on file (or invoice you) for the renewal, until you cancel.** A pilot renews at the pilot price shown at checkout. A School License renews for the same number of Student Seats at the per-seat price then in effect, unless you tell us otherwise.

5.3 Reminder and price changes. We send a reminder to the email on your account **about 30 days before each renewal**, stating the product, the renewal amount, the renewal date, and how to cancel. **We tell you about any price change at least 60 days before it applies**, and you may cancel before it takes effect.

5.4 How to cancel.

- **Educator Pilot:** turn off renewal online at any time, in one step, on your **license page** (plannedquest.com/portals/license) after signing in. We do not ask you to call, chat, or accept an offer first.
- **School License:** email support@plannedquest.com or write to us from your account **at least 30 days before your renewal date**. We confirm cancellation in writing.

When you cancel, you **keep access through the end of the term you paid for**, and the subscription does not renew. Canceling does not delete your data; see Section 7.

5.5 Public entities. If you are a public school, district, or agency:

- **Board approval.** If your governing board must approve or ratify this Agreement, it does not take effect, and no fees accrue, until that happens.
- **Non-appropriation.** If your governing body does not appropriate funds for a fiscal period, you may end the subscription at the end of the last funded period without penalty, on written notice at least 30 days before that period ends. You pay for the Service through that date. This is not a substitute for termination for convenience.
- **Renewal.** If your procurement rules do not allow automatic renewal, your subscription ends at the end of the term stated in your Order, and renewal needs a new Order.

5.6 Termination for breach. Either party may terminate if the other materially breaches this Agreement and does not cure within 30 days of written notice.

6. Fees and payment

6.1 Fees. As shown at checkout or in your Order. Fees are for the subscription purchased, not for actual usage.

6.2 Card payments. Card payments are processed by Stripe. We never see or store your full card number.

6.3 Invoices. Invoices are due **net 30 days** from the invoice date and reference your purchase order number when you give us one. If undisputed amounts are more than 30 days overdue, we may suspend access after at least **14 days' written notice**. We do not charge interest on late payment.

6.4 Taxes. Fees do not include taxes. You pay applicable taxes other than taxes on our income. Tax-exempt customers should give us their certificate.

6.5 Refunds. Fees are not refundable, **except:** a pro-rata refund when a school objects to a pilot (Section 4.4); a pro-rata refund if we terminate for our breach or end the Service; and any refund required by law.

7. Student data and privacy

7.1 The DPA governs. How we collect, use, protect, share, return, and delete Student Data is set out in the DPA, which is part of this Agreement. The key commitments are summarized here and are stated in full there.

7.2 Your school owns its data. As between us, the school, district, or program and its Authorized Users own all Student Data and student work. We act as a **school official** with a legitimate educational interest under FERPA (34 C.F.R. 99.31(a)(1)(i)(B)), under the school's direct control as to the use and maintenance of education records, and we use Student Data only to provide the Service.

7.3 What we never do. We never sell Student Data, use it for targeted advertising, build a profile of a student for any purpose other than the Service's educational purpose, or use it to train an artificial intelligence model. We do not send Student Data to any third-party AI model provider.

7.4 Children. Complying with COPPA is our responsibility, not the school's. No provision of this Agreement binds a parent or student to any term, and **this Agreement contains no arbitration clause.**

7.5 Student work. On the school's request, we give a student's own work (saved careers and colleges, plans, portfolio entries, goals, reflections, and written responses) to the student or the school in a machine-readable format, at no charge, within 10 business days, so the student can keep a copy.

7.6 Breach notice. We notify you without undue delay, and **within 72 hours of discovering** a security incident affecting your data, as set out in the DPA.

7.7 End of the subscription. You may ask for an export of your data during the term and for **60 days after** it ends. We delete or return Student Data as the DPA sets out and certify deletion on request.

8. What we do not promise

8.1 Not professional advice. PlannedQuest is an information and planning tool for students and the educators and families who support them. It does not provide counseling, college admissions advising, financial aid advising, or career placement.

8.2 No outcome guarantee. Career, college, and program matches, readiness indicators, and similar results are **informational estimates** produced by published rules from the information provided. They are not predictions or judgments about any person, and they are not a basis for discipline, placement, or excluding a student from a program. We do not guarantee any admission, enrollment, job, scholarship, aid, or other outcome.

8.3 Warranty. We warrant that the Service will perform materially as documented and that we have the right to provide it. If it does not, tell us and we will work to fix it; if we cannot within 30 days, you may terminate and receive a pro-rata refund. Except for these warranties and to the extent the law allows, the Service is provided "as is", and we disclaim implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Liability

9.1 Cap. Except as stated in 9.3, each party's total liability arising out of this Agreement is limited to **the fees paid or payable by Customer in the 12 months before the event giving rise to the claim.**

9.2 Exclusion. Neither party is liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits.

9.3 Data claims. For claims arising from our breach of Section 7 or the DPA, our liability is capped at **two times** the fees paid or payable in the preceding 12 months. Where the law of your state requires a remedy for intentional or grossly negligent mishandling of student data that a cap cannot limit, that law applies.

9.4 Indemnities. The caps in this Section apply to indemnities under Section 10.

10. Indemnification

10.1 By us. We will defend you, and your board members, officers, employees, and agents, against a third-party claim that the Service infringes a United States patent, copyright, or trademark, and pay any resulting settlement or award. We may instead obtain the right for you to keep using the Service, change it so it does not infringe, or end the subscription and refund the unused fees. This does not cover claims caused by your data, changes we did not make, or use that breaks this Agreement.

10.2 Breach notification costs. If a security incident caused by our breach of Section 7 or the DPA legally requires you to notify individuals, we reimburse your reasonable cost of that notification, within the cap in 9.3.

10.3 By you. You will indemnify us against claims arising from your or your Authorized Users' use of the Service in breach of this Agreement or the law, **only to the extent the law allows.** If you are a public entity barred from indemnifying, this Section 10.3 does not apply to you.

11. General

11.1 Confidentiality. Each party protects the other's confidential information. A public entity's obligations are subject to public-records law, and we accept that this Agreement may be a public record.

11.2 Governing law and venue. California law governs, without regard to conflict-of-laws rules. **If you are a public entity, the law of your state governs and venue is the county where you are located.** Disputes go to court; there is no arbitration and no class-action waiver.

11.3 Assignment. Neither party may assign this Agreement without the other's consent, except to a successor in a merger or sale of substantially all assets that agrees in writing to be bound by this Agreement and the DPA.

11.4 Publicity. We do not use your name or logo publicly without your written permission.

11.5 Notices. We send notices to the email on your account or Order. You send notices to **support@plannedquest.com**, or for privacy matters to **privacy@plannedquest.com**.

11.6 Force majeure. Neither party is liable for delay caused by events beyond its reasonable control.

11.7 Severability and survival. If a provision is unenforceable, the rest stays in force. Sections 6, 7, 8, 9, 10, and 11, and the export window in 7.7, survive the end of this Agreement.

11.8 Records. We keep a record of your acceptance (the version, date, and time, and the renewal terms shown to you) for at least three years, or one year after your subscription ends, whichever is longer.

PlannedQuest Inc. · support@plannedquest.com · privacy@plannedquest.com · security@plannedquest.com