ORI LEARNING DEFINITIONS

SpecialNeedsWare, Inc. dba Ori Learning · Version v2026.09 · Effective September 23, 2026

These definitions form part of every Ori Learning document that incorporates them. A capitalized term has the meaning given here and no other, and controls the meaning of that term in every document of the Agreement except where a Data Privacy Agreement executed with a Customer or a State Addendum defines it for its own subject matter. A singular or plural inflection of a defined term has the corresponding meaning.

A Customer's Agreement incorporates the version of these Definitions that its Order Form identifies. Any other document that incorporates them incorporates the version its own header identifies. Where a public notice and these Definitions differ as to a Visitor, the notice controls. Prior versions are archived at orilearning.com/legal/archive/.

Term	Definition
Acceptable Use Policy	The Exhibit to the Master titled Acceptable Use Policy, which states conduct rules for the Customer and Authorized Users.
Accessibility Contact	The channel the Accessibility Exhibit names for accessibility questions and requests (Accessibility Exhibit §2, §7.1).
Accessibility Exhibit	The Exhibit to the Master titled Accessibility Exhibit, which states the accessibility standards tested, results, remediation commitments and accommodation path, and which incorporates the text of the Accessibility Statement of the same version.
Accessibility Statement	Ori Learning's public accessibility statement, published at orilearning.com/legal/accessibility/. The text of the version bearing the version tag of the Accessibility Exhibit the Order Form identifies is incorporated in that Exhibit; the posted page is separately versioned and non-contractual (Accessibility Exhibit §2, §9).
Account	The credentials and profile the Customer provisions for an Authorized User in the Platform.
Administrator	An Authorized User whom the Customer designates to manage the Customer's organization in the Platform, including accounts, rosters, licenses and settings.
Adopted	Said of a control or practice that a document records as a dated commitment rather than present practice, with the day counted from the Adoption Date or, where no day is stated, the Adoption Date itself.
Adoption Date	The date on which the Chief Executive Officer adopts the Information Security Program by signature, which is also the adoption date of the Incident Response Plan and the Data Retention & Deletion Policy, as stated in the Security & Incident Exhibit and the Retention & Deletion Schedule. A period counted "from adoption" or "after the Adoption Date" runs from that date.
Aggregate Data	De-identified Data that has been combined so that it describes a group and not any individual, including statistics about Platform use, curriculum outcomes and engagement.
Agreement	The Order Form together with every document it incorporates, each in the version the Order Form identifies: the Master Subscription Agreement, the Ori Learning Definitions, the Data Privacy Addendum with its Exhibits and Annexes, the Acceptable Use Policy, the Accessibility Exhibit and any State Addendum executed for the Customer, including, for a New York Customer, the New York package.

Term	Definition
Applicable Law	Every federal, state and local law, regulation and binding agency rule that applies to a party's performance under the Agreement, including, for Ori Learning, the Children's Online Privacy Protection Act and its rule (16 C.F.R. Part 312) and the student-privacy laws of the Customer's state that bind operators directly, and, for the Customer, FERPA, PPRA, IDEA and the student-privacy, breach-notification, procurement, public-records and accessibility laws that bind it.
Audio Data	Audio that a Student or other Authorized User records or speaks through the Platform, such as a spoken answer to an open-ended item. Audio Data of a Student is Student Data and, for a child under 13, Personal Information.
Authorized User	An individual whom the Customer authorizes to use the Services under its subscription through an account the Customer creates or provisions: an Administrator, a Teacher, a Publisher or a Student.
Authorized User Terms	The terms that an Administrator, a Teacher, a Publisher or the holder of an Independent Account accepts in the Platform before using it, which bind only that individual and never the Customer, together with their Part B, the Student Notice, which binds no one.
Azure	Microsoft Azure, the Microsoft Corporation cloud platform that hosts the Platform and its production data stores, as the Subprocessor Schedule records.
Backup	A copy of data made in the ordinary course for disaster recovery, retained in the rotation described in the Retention & Deletion Schedule, not used to restore Student Data after its deletion date except to recover the Platform as a whole, and inaccessible for ordinary use.
Breach	A Security Incident or Unauthorized Release that requires notice to an individual or a government authority under a breach-notification law that applies to the Customer or to Ori Learning. Whether a Breach has occurred is determined under that law, not by the Agreement.
Business Day	A day other than a Saturday, a Sunday or a day on which banks in the State of New Jersey are authorized or required by law to close.
Collaboration Board	A Platform feature that the Customer or a Teacher enables for a session, which lets Students in a class see and respond to one another's posts within that session.
Confidential Information	Information one party discloses to the other under the Agreement that is marked confidential or that a reasonable person would understand to be confidential, including, for the Customer, Customer Data, and, for Ori Learning, the non-public parts of the Platform, Curriculum Content, Documentation, security information and pricing. Confidential Information does not include information that is or becomes public without breach, was lawfully known before disclosure, is independently developed, or is lawfully received from a third party. A Public Records Request that reaches Confidential Information is handled under Master §7.3, including its notice, exemption and redaction process and any exemption the Customer's law provides.
COPPA Direct Notice to Schools	The direct notice under 16 C.F.R. §312.4(b) and (c) that Ori Learning publishes for schools authorizing collection of Personal Information from a Student under 13, on which the Customer's authorization rests.
Covered Information	Information about a Student that a student-privacy law of the Customer's state protects, by whatever name that law uses (for example "covered information" under California Business and Professions Code §22584 and 105 ILCS 85/5; "student data" under Colorado Revised Statutes §22-16-103 and Utah Code §53E-9-301; "student information" under Connecticut General Statutes §10-234aa; "student personally identifiable information" under New York Education Law §2-d; "educational data" under Minnesota Statutes §13.32). Covered Information is Student Data.
Curriculum Content	The lessons, courses, units, assessments, activities, images, audio, video, text and other instructional materials that Ori Learning makes available through the Platform or as Printable Materials, in any format, including updates and new versions.

Term	Definition
Customer	The school district, charter school, private school, state or federal education agency, cooperative-purchasing member, or other organization identified on the Order Form that purchases a subscription to the Services. Where the Customer is a public body, references to the Customer include its governing board acting under the law that authorizes it to contract.
Customer Data	All data that the Customer or its Authorized Users submit to or generate through the Services, including Student Data, Authorized User account data, organization, Site and roster data, content the Customer creates and configuration data. Customer Data does not include Usage Data that is not linked to an identified individual, De-identified Data or Aggregate Data.
Data Privacy Addendum or **DPA**	The document titled Data Privacy Addendum that the Order Form incorporates, including Exhibit 1 (Security & Incident Exhibit), Exhibit 2 (Subprocessor Schedule), Exhibit 3 (Retention & Deletion Schedule) and Annex A (Data Schedule), in the version the Order Form identifies.
Data Privacy Agreement	A data privacy agreement, student data privacy agreement or privacy addendum, other than the Data Privacy Addendum, that both the Customer and Ori Learning have executed: a National Data Privacy Agreement with any state supplement, whether executed directly or by acceptance of a General Offer; a state-agency form; or a Customer-authored agreement.
Data Protection Claims	Claims and losses arising from Ori Learning's breach of the Data Privacy Addendum, from a Security Incident caused by Ori Learning's breach of its security obligations, or from Ori Learning's breach of Section 7 of the Master Subscription Agreement, whether asserted by the Customer or by a third party and indemnified under the Master. Used by the liability architecture in Master §12.
Data Retention & Deletion Policy	Ori Learning's internal retention policy, stating for every category of data it holds the purpose, period, deletion event and method; it is the source of the Retention & Deletion Schedule, which with DPA §12 is Ori Learning's written retention policy for children's Personal Information under 16 C.F.R. §312.10.
Data Schedule	Annex A to the Data Privacy Addendum, which lists the data elements Ori Learning collects by role, drafted so it can attach as Exhibit B to a National Data Privacy Agreement.
De-identified Data	Data from which all direct and indirect personal identifiers have been removed or obscured so that the remaining information does not identify an individual and there is no reasonable basis to believe it can be used to identify an individual, determined under the standard of 34 C.F.R. §99.31(b)(1) taking into account other reasonably available information, and, where the law of the Customer's state states a stricter standard, under that standard.
Delete	To render data unrecoverable in Ori Learning's active systems and to instruct each Subprocessor holding it to do the same, tracking the instruction to confirmation, after which any Backup copy ages out on the rotation stated in the Retention & Deletion Schedule. "Deletes", "Deleted", "Deleting" and "Deletion" have the corresponding meanings.
Designated Representative	The school official who signs the Order Form for the Customer or whom the Order Form names, and who gives the designation under DPA §3.1 and the authorization under DPA §4.2 on the Customer's behalf (DPA §4.3, §17.1).
Development Contractor Agreement	The agreement Ori Learning executes with a software-development contractor, binding the contractor entity and each individual it assigns, stating their confidentiality, security, data-access, intellectual-property and incident duties.
Documentation	The user guides, help materials, training videos and specifications that Ori Learning makes available for the Services, as updated from time to time. Where an instrument measures the Services against the Documentation, that instrument states which version applies (Master §10.2: the version current when the Subscription Term begins).
Education Records	Records directly related to a Student and maintained by the Customer or by Ori Learning on the Customer's behalf, as defined in 20 U.S.C. §1232g(a)(4) and 34 C.F.R. §99.3. Student Data that Ori Learning maintains for the Customer is treated as Education Records for the purposes of the Agreement.

Term	Definition
Effective Date	The date the Customer accepts the Order Form and every approval Master §1.3 requires for it is in place.
Eligible Student	A Student to whom rights have transferred by operation of law, under the test of the law concerned: under FERPA, a Student who is 18 or older or attends a postsecondary institution (20 U.S.C. §1232g(d); 34 C.F.R. §99.5); under the Protection of Pupil Rights Amendment, a Student who is 18 or older or is an emancipated minor (20 U.S.C. §1232h(c)(5)(B)); and under the Individuals with Disabilities Education Act, a Student who has reached the age of majority under the law of the Customer's state where that state transfers those rights (34 C.F.R. §300.520). Which test applies depends on the right being exercised. The Customer identifies Eligible Students to Ori Learning.
Exhibit	A document identified as an Exhibit to the Master or to the Data Privacy Addendum and incorporated by the Order Form.
Export Window	The 60 days after the date the Services actually end, during which the Customer may export its Customer Data as Master §6.5 provides.
Feedback	A suggestion, comment or idea about the Services or the Marketing Website that a Customer, an Authorized User, the holder of an Independent Account or a Visitor gives Ori Learning. Feedback excludes Student Data and Customer Data.
Fees	The amounts stated on an Order Form for the Services.
General Offer	A general offer of privacy terms made under a National Data Privacy Agreement (its Exhibit E), by which a vendor extends an executed agreement's terms to other educational agencies in the same state or alliance.
In place	Said of a control or practice that operates as at the version date of the document stating it.
Incident Response Plan	Ori Learning's written plan for detecting, assessing, containing and giving notice of Security Incidents, as described in the Security & Incident Exhibit.
Independent Account	An account an individual educator creates for themselves under the Authorized User Terms, outside any Customer's subscription and not provisioned by a Customer. The holder of an Independent Account is not an Authorized User and is not a Customer.
Independent Account Data	The information the holder of an Independent Account submits to or generates through the Platform under that account, including the holder's own account and profile information and the content the holder creates. Independent Account Data is neither Customer Data nor Student Data.
Information Security Program	Ori Learning's written information security program maintained under 16 C.F.R. §312.8, as described in the Security & Incident Exhibit.
Legal Hold	A written direction from the Customer, or a legal obligation of Ori Learning, to preserve specified data because of pending or reasonably anticipated litigation, investigation, audit or a statutory preservation duty, including 18 U.S.C. §2258A(h).
Marketing Website	orilearning.com and its subdomains other than the Platform.
Master Subscription Agreement or **Master**	The document titled Master Subscription Agreement that the Order Form incorporates, in the version it identifies.
MSP	The managed information-technology and security provider Ori Learning engages, which protects, monitors and patches Ori Learning's endpoints and infrastructure and receives no flow of Student Data.
National Data Privacy Agreement	The National Data Privacy Agreement published by the Student Data Privacy Consortium, in its current version, with any state supplement (Exhibit G) the Customer's state alliance adopts.
New York package	The State Addendum for New York: the Parents' Bill of Rights contract-specific supplement (8 N.Y.C.R.R. §121.3), the Data Security and Privacy Plan (§121.6) and, where the educational agency has no form of its own, Ori Learning's Education Law §2-d and Part 121 addendum.

Term	Definition
Nonappropriation	The failure of the Customer's governing body or funding authority to appropriate, or otherwise make lawfully available, funds for a fiscal period sufficient to pay the fees due for that period.
Order Form	A quote, order form or renewal order that Ori Learning issues and that identifies the Customer and its type, the Products, the Sites, the Subscription Term, the fees and payment terms, the states whose Students will use the Services, the documents and versions incorporated (by naming each, or by naming the version of the Master Subscription Agreement, as Master §1.3 provides), and the school official who gives the authorization DPA §4.2 describes, and that the Customer has accepted by signing it. Where the Customer's procurement requires a purchase order, board approval or both, the Order Form forms the Agreement when the signed Order Form and each required approval are in place. A purchase order that references an Order Form is the Customer's payment instrument; its printed terms do not form part of the Order Form.
Ori Learning	SpecialNeedsWare, Inc. dba Ori Learning, a Delaware corporation, with its principal place of business at 66 Summit Ave, Chatham, NJ 07928.
Ori Learning Definitions (the "Definitions")	This glossary, titled Ori Learning Definitions, which every instrument that says so incorporates in the version the Order Form identifies, and which is published with the Agreement at orilearning.com/legal/definitions/.
Parent	A parent, legal guardian or individual acting as a parent in the absence of a parent or guardian, as those terms are used in 34 C.F.R. §99.3, and, for a State Addendum, as the statute it implements defines the term. For a request under the COPPA rule to review, Delete or refuse further collection or use of a child's Personal Information, Parent means a parent or legal guardian, as 16 C.F.R. §312.2 defines the term; the broader meaning governs the routing of every other request.
Persistent Identifier	An identifier that can be used to recognize a user over time and across different websites or online services, including a customer number held in a cookie, an Internet Protocol address, a processor or device serial number, a unique device identifier, or an identifier the Platform assigns.
Personal Information	Information that identifies, relates to, describes or is reasonably capable of being associated with a particular individual, including "personal information" as defined in 16 C.F.R. §312.2 for a child under 13 and as defined in the breach-notification and privacy laws of the Customer's state. Personal Information about a Student is Student Data.
Personnel	Ori Learning's employees and the individual contractors it authorizes to perform services for it. For the security and confidentiality duties the instruments place on Personnel, the term also reaches the staff of a Subprocessor who access Customer Data; this creates no route for disclosure to a Subprocessor or its staff other than the Subprocessor route and its conditions (Master §7.1; DPA §9).
Platform	Ori Learning's hosted software application, reached at app.orilearning.com, login.orilearning.com and api.orilearning.com, including its Teacher, Student, Administrator and Publisher portals and the roster integrations Ori Learning provides. The Platform does not include the Customer's systems, Third-Party Components, or the Marketing Website.
Printable Materials	The portion of the Curriculum Content that Ori Learning makes available for download or printing, such as worksheets, handouts and lesson materials, in the formats Ori Learning provides.
Privacy Officer	The Vice President of Product and Technology, by role, whom Ori Learning designates as responsible for privacy: the Privacy Contact under DPA §17.3, the official responsible for the confidentiality of personally identifiable information under Part B of the Individuals with Disabilities Education Act, and the owner of the request routing, the Subprocessor change-notice process, the deletion review and the deletion certificates, and the designee for the Accessibility Contact.
Products	The Ori Learning curriculum products and modules identified on the Order Form, for example the Transition Curriculum and the Emotional Well-Being Curriculum.
Professional Services	Training, implementation, migration or other services identified on an Order Form, other than access to the Platform and the Curriculum Content.

Term	Definition
Profiling	Building or using a profile of a Student, including by using Student Data or Usage Data, for any purpose other than the School-Authorized Educational Purpose.
Public Customer	A Customer that is a governmental body or an instrumentality of one, including a public school district, an intermediate unit or education service agency, a state or federal agency, a public institution of higher education and a public school that a governmental body operates directly; a public charter school, however it is organized, including one operated by a nonprofit organization; and any other Customer that the Customer's law treats as a public educational agency. The Order Form states whether the Customer is a Public Customer.
Public Records Request	A request for records made under a freedom-of-information, open-records, public-records or similar law that applies to the Customer.
Publisher	An Authorized User whom the Customer designates to author or manage courses and assessments for the Customer's organization within the Platform.
Retention & Deletion Schedule (the "Retention Schedule")	Exhibit 3 to the Data Privacy Addendum, which states retention periods, deletion events and Backup rotation by data category.
Sale	Exchanging Student Data for monetary or other valuable consideration. A Sale does not include a disclosure to a Subprocessor for the School-Authorized Educational Purpose, a disclosure the Customer directs, or a transfer to a successor of Ori Learning that has assumed Ori Learning's obligations under the Agreement in writing, including the Data Privacy Addendum, with no expanded use of Student Data (Master §15.2).
Schedule 1	The optional Procurement Terms page of an Order Form, attached only where a field is completed, which forms part of the Order Form at item (d) of the order of precedence.
School-Authorized Educational Purpose	Providing the Services to the Customer and its Authorized Users for the Customer's educational use and benefit as the Customer has authorized, including delivering Curriculum Content, rostering, assessment, progress reporting, Collaboration Boards the Customer configures, support and training, and maintaining, securing and improving the Platform for the Customer, and no independent commercial purpose of Ori Learning.
Security Incident	An event that Ori Learning determines has resulted in, or presents a substantial risk of, unauthorized access to, acquisition of, use, disclosure, alteration, loss or destruction of Customer Data, or the compromise of a system that stores or processes Customer Data. An unsuccessful attempt that Ori Learning determines produced none of those effects is not a Security Incident.
Security & Incident Exhibit (the "Security Exhibit")	Exhibit 1 to the Data Privacy Addendum, which describes Ori Learning's Information Security Program and incident handling.
Security Officer	The Chief Technology Officer, by role: the coordinator of the Information Security Program under 16 C.F.R. §312.8, the holder of its technical controls and the Incident Lead under the Incident Response Plan.
Security Overview	The public page that summarizes the Security & Incident Exhibit, published at orilearning.com/legal/security/, which is not part of the Agreement; the Exhibit, provided to the Customer under the confidentiality terms of the Agreement, controls where the two differ.
Services	The Platform, the Curriculum Content, the Printable Materials, the Documentation, support, training and any other service Ori Learning provides to the Customer under an Order Form.
Site	A school or other organizational unit of the Customer identified on the Order Form for which a subscription is purchased.

Term	Definition
State Addendum	A document executed for a Customer that carries the contract terms or prescribed instruments the law of the Customer's state requires of the parties' agreement and that the vendor must author, such as the New York package. A State Addendum is executed when the Customer accepts an Order Form that incorporates it or when both parties sign it. A State Addendum supplements the Data Privacy Addendum and, as to its subject matter, controls over it for that Customer.
State-Law Review Playbook	Ori Learning's internal reference stating, for each state and element, what the law requires, Ori Learning's standard position, common district language and the negotiating range, used when a Customer's paper or state requirements are reviewed.
Student	An individual enrolled in, or receiving educational or transition services through, the Customer for whom the Customer creates or provisions a Student account, whatever the individual's age. A Student may be a child under 13, a minor aged 13 or older, or an adult.
Student Data	Any information, in any form, that Ori Learning collects, receives, creates or maintains under the Agreement that is about a Student, or that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to a Student, whether supplied by the Customer, an Authorized User, a Student or a Parent, or generated by the Student's use of the Services. Student Data includes personally identifiable information from Education Records (34 C.F.R. §99.3), Covered Information, Personal Information collected from a child under 13, Student-Generated Content, Audio Data, any IEP or 504 indicator, Persistent Identifiers and Usage Data linked to a Student, and the data elements listed in Annex A. Student Data does not include De-identified Data or Aggregate Data.
Student & Education Privacy Notice	The public notice Ori Learning publishes describing how it handles Student Data and other information about Students and school staff who use the Platform.
Student Notice	Part B of the Authorized User Terms, which states that Students accept no terms and points to the Student & Education Privacy Notice.
Student Portal	The part of the Platform that Students use.
Student-Generated Content	Materials a Student creates through the Services, including written responses, journal entries, posts to a Collaboration Board, uploaded files and Audio Data. Student-Generated Content is Student Data.
Subprocessor	A third party that Ori Learning engages to process Student Data or Customer Data on Ori Learning's behalf in providing the Services, including hosting, translation, analytics, support and communications providers and any development contractor that DPA §9.8 makes a Subprocessor, as listed in the Subprocessor Schedule. Ori Learning's employees are not Subprocessors.
Subprocessor Schedule	Exhibit 2 to the Data Privacy Addendum, the current list of Subprocessors, also published at orilearning.com/legal/subprocessors/.
Subscription Term	The period stated on an Order Form during which the Customer is entitled to use the Services, including any renewal period.
Support Hours	The hours during which Ori Learning provides support, as Master §10.7 states.
Targeted Advertising	Presenting an advertisement to an individual where the advertisement is selected based on information obtained or inferred over time from that individual's online behavior, use of the Services or Student Data. The instruments prohibit Targeted Advertising; this definition exists so that the prohibition tracks the statutes.
Teacher	An Authorized User whom the Customer designates to deliver instruction, assign Curriculum Content and view Student progress, including a counselor, aide or other instructional staff member the Customer designates.
Teacher Portal	The part of the Platform that Teachers use.
Term	The period from the Effective Date until the last Subscription Term under the Agreement ends or the Agreement is terminated, whichever is earlier, plus the Export Window (Master §6.1).

Term	Definition
Third-Party Components	Software, content or services provided by a third party that the Platform uses, embeds or links to, as identified in the Documentation or the Subprocessor Schedule.
Unauthorized Release	Any unauthorized acquisition, access, use, disclosure or misuse of Student Data, including by Personnel or a Subprocessor, whether or not the Student Data was encrypted and whether or not it was actually acquired, once Ori Learning confirms that it occurred. Every Unauthorized Release is a Security Incident.
Usage Data	Technical and operational information generated by use of the Services, including device, browser and network information, log records, performance and error data, and interaction metadata. Usage Data linked to an identified Student is Student Data; Usage Data linked to an identified Authorized User is Customer Data.
Version date	The effective date a document's header states for its version; for an internal policy, its Adoption Date. The term has this meaning whether or not it is capitalized.
Visitor	An individual who uses the Marketing Website.
Website Privacy Notice	The public notice Ori Learning publishes describing how it handles information about a Visitor to the Marketing Website and about people who work for organizations that use Ori Learning's products or are considering them.
Website Terms of Use	The terms Ori Learning publishes for use of the Marketing Website, which bind only the individual who uses it.