
Privacy, Confidentiality, Nondisclosure Notice and Acceptable Use Policy

Effective Date: February 1, 2026 | Last Revised: February 1, 2026

Confidentiality Notice

The Paradigm Pioneers software, databases, user interfaces and any programs, attachments, software and applications from PPIHX, Inc. DBA Paradigm Pioneers ("Provider") are confidential and proprietary and for the sole use of the intended recipient for intended use only. Provider does not share, disclose, data mine, nor transmit PII database data for sales and marketing. Additionally, data communication may contain Protected Health Information ("PHI"). PHI is confidential information that may only be used or disclosed in accordance with applicable law (HIPAA). There are penalties under the law for the improper use or further disclosure of PHI. If you are not the intended recipient, licensed user or the employee or agent responsible for the communication to the intended recipient, then you may not read, copy, distribute or otherwise use, retransmit or disclose the information contained in this database.

Privacy Agreement

This Privacy Agreement (the "Agreement") is entered into by and between PPIHX, Inc. DBA Paradigm Pioneers (the "Disclosing Party") and Licensed User (the "Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Proprietary Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Proprietary Information").

Discloser shall not have any liability to Recipient or its Representatives resulting from the use of the Confidential Proprietary Information. Disclosure of the Confidential Proprietary Information shall in no way serve to create, on the part of Recipient, a license to use, or any proprietary right in, the Confidential Proprietary Information or in any other proprietary product, trademark, copyright, or other right of Discloser. Recipient shall not use, for Recipient's own benefit or permit others to use, any Confidential Proprietary Information.

Licensed User shall protect the Confidential Proprietary Information by using the same degree of care that Licensed User uses to protect its own Information of a like nature, but in no circumstances less than the strictest confidence, to prevent the unauthorized use, disclosure, dissemination, or publication of the information.

Covered Items

Items covered by the agreement include but are not limited to: technical information, algorithms, procedures, processes, forms, navigation, financial information, engineering drawings, customer lists, vendor lists, business practices, plans or strategies, existing or proposed, costs, prototypes, computer software, test results, tools, systems, technical developments, financial or business projections, investments, marketing plans, training information, materials, product specifications, and any other information that holds proprietary value to the Releasor/Disclosing Party. All Confidential Proprietary Information shall be and shall remain Discloser's property. Confidential Proprietary Information shall not include any information which is or becomes a party of the public domain through no act or omission of the Receiving Party, can be shown to be already possessed by the Receiving Party as of the date of disclosure, or shall be made available to the Receiving Party on a non-confidential basis by a third party having a right to do so.

Upon termination or expiration, all Confidential Proprietary Information furnished here under shall remain the property of and be returned to PPIHX, Inc. DBA Paradigm Pioneers.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Proprietary Information in confidence shall remain in effect until the Confidential Proprietary Information no longer qualifies as a trade secret.

Dispute Resolution

All claims and disputes arising under or relating to this Agreement including federal and state statutory claims are to be settled by mediation/arbitration/negotiation, which will be conducted in the state of New Jersey or another location mutually agreeable to the parties. The parties agree to arbitration of private individual dispute resolution to include lower costs, greater efficiency and speed, and the ability to choose expert adjudicators to resolve specialized disputes and shall be conducted on a confidential basis and shall not seek to represent the interests of any other entity pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Computer Science, Software Development, Systems Engineering, Intellectual Property Law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Notwithstanding a suit for money damages, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction which shall remain in effect until a final award is made in the arbitration or lawsuit. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

Severability & Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly. In addition, the parties agree to cooperate to replace the invalid or unenforceable provision(s) with valid and enforceable provision(s) that will achieve the same result (to the maximum legal extent) as the provision(s) determined to be invalid or unenforceable.

Defend Trade Secrets Act

Public Law 114-153, 114th Congress: An Act to amend chapter 90 of title 18, United States Code, to provide Federal jurisdiction for the theft of trade secrets, and for other purposes. This Act may be cited as the "Defend Trade Secrets Act of 2016."

Data Analysis & Monitoring

Provider's systems and processes may analyze data content in all of its products including but not limited to: websites, servers, databases and email for legitimate business purposes to provide clients with relevant data management, product development, spam and malware detection, prevention of theft of school property and intellectual property, to assist with HIPAA and FERPA compliance, monitor transmission of personally identifiable information (PII) data and perform searches for legal discovery. This analysis may occur as the content is sent, received or when it is stored.

Artificial Intelligence Data Processing

Provider's platform includes AI-powered features that assist with documentation, goal generation, progress summaries, and other clinical and educational workflows. All AI processing is conducted in accordance with the following safeguards:

- **Anonymization:** Student personally identifiable information (PII) is automatically anonymized prior to AI processing. Names, identifiers, and other protected data elements are stripped or replaced with de-identified placeholders before any data is transmitted to the AI processing engine.
- **No Model Training:** Customer data is never used to train, fine-tune, or improve AI models. Provider maintains contractual agreements with its AI service providers that expressly prohibit the use of input data for model training purposes.
- **No Data Retention by AI Provider:** Data transmitted to the AI processing engine is processed in real-time and is not stored, cached, or retained by the AI service provider after processing is complete.

- **Clinician Review Required:** All AI-generated content constitutes a draft output only. Licensed users are required to review, validate, and certify all AI-generated content before it is incorporated into any student record, IEP document, or official communication. Provider bears no responsibility for clinical decisions made based on AI-generated content.
- **FERPA & HIPAA Architecture:** AI features are integrated within Provider's existing FERPA- and HIPAA-compliant platform architecture. AI processing does not create additional data flows outside of Provider's established security perimeter beyond the anonymized API calls described above.

Provider reserves the right to modify, expand, or discontinue AI-powered features at any time. The inclusion of AI capabilities does not alter the allocation of compliance responsibilities between Provider and Customer as set forth in the applicable Service Agreement and Risk & Continuity Covenant.

Security Practices

Provider utilizes several technologies to keep all content safe and secure as per HIPAA and FERPA guidelines. When Provider staff transmits PII data it will be sent or requested utilizing email encryption services or the PII data will be redacted. We insist our clients do the same using a secure encrypted file transfer service. Provider's servers are in a HIPAA and HiTech compliant Data Center. Database server data is encrypted while at rest and in transit, however data transmitted by email outside our network will not be encrypted. We insist our clients use a secure encrypted file transfer service to transmit PII data.

Database data and transaction logs are backed up nightly utilizing military grade encryption. Additionally, Provider uses Patch Management software, Firewalls with numerous protections and Geographic IP Blocking to block over 95% of the globe from being able to even connect to our network.

Force Majeure

PPIHX, Inc. DBA Paradigm Pioneers shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event force majeure continues longer than 120 days, either party may terminate the Agreement.

Governing Agreement

Use of Provider's products and services is additionally governed by the terms of the applicable Service Agreement, including the Risk & Continuity Covenant. In the event of any conflict between this Acceptable Use Policy and the executed Service Agreement, the Service Agreement shall control.

Consent & Modifications

Use of PPIHX, Inc. DBA Paradigm Pioneers products and services implies consent with this policy.

Terms and conditions may be subject to change without prior notice as deemed necessary by PPIHX, Inc. DBA Paradigm Pioneers.